

REPORT OF THE MADRAS ESTATES LAND ACT COMMITTEE

PART I



MADRAS
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To

THE HONOURABLE THE MADRAS LEGISLATIVE ASSEMBLY
AND THE HONOURABLE THE MADRAS LEGISLATIVE COUNCIL,
MADRAS.

GENTLEMEN,—

In accordance with the resolutions passed by the Madras Legislative Council on 10th September 1937 and by the Madras Legislative Assembly on 25th September 1937 we have the honour, on completion of our enquiries, to submit to you our report on the conditions prevailing in the zamindari and other proprietary areas with a memorandum on legislation that has been considered desirable in connexion therewith.

INTRODUCTORY.

The resolutions of the Madras Legislative Council and the Madras Legislative Assembly appointing the Parliamentary Committee are as follows:—

“ That this Council do proceed to elect three of its Members, who, with six more Members elected from the Legislative Assembly, shall constitute a Committee to enquire and report on the conditions prevailing in zamindari and other proprietary areas and any legislation that may be considered desirable in connexion therewith, with particular reference to the following matters:—

- (1) the juridical interests of the ryots in relation to the landholders;
- (2) collection and remission of rent;
- (3) survey, record-of-rights (including water-rights) and settlement of fair rent;
- (4) levies from ryots in addition to rent;
- (5) utilization of local natural facilities by tenants for their domestic and agricultural purposes; and
- (6) maintenance of irrigation works.”

and

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- (4) levies from ryots in addition to rent;
- (5) utilization of local natural facilities by tenants for their domestic and agricultural purposes; and
- (6) maintenance of irrigation works.”

2. The resolutions are self-contained ones containing the terms of reference within themselves.

3. The Members of the Committee selected by the Legislature are as follows:—

The Hon'ble Mr. T. PRAKASAM, Minister for Revenue (*Chairman*).
The ZAMINDAR of MIRZAPURAM, M.L.A.

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REPORT OF THE ESTATES LAND ACT COMMITTEE PART I

CHAPTER I

ZAMINDAR-OWNER OF SOIL OR ASSIGNEE OF LAND REVENUE--- QUESTIONS FOR CONSIDERATION.

The first and the most important question for consideration in this enquiry relates to the rates of rent.

(1) What is the fair and equitable rate of rent which the tenant is bound to pay to the zamindar or any other landholder?

(2) Is it open to the zamindar or landholder to enhance the rents fixed at the time of the Permanent Settlement at his will and pleasure or for any reason whatsoever on the lands that were then under cultivation or on those that were lying waste then but have since been brought under cultivation?

The answers to these questions depend upon the answers given to the following questions :—(1) “ Who is the owner of the soil? ” and “ what is the nature of ownership? ” and “ what was it that was settled at the time of the Permanent Settlement in 1802? ”

(2) Who is the zamindar or landholder and what has been his relationship with the cultivator? Is the relationship between the cultivator and zamindar or other landholder in India the same as that of the landlord and tenant in England? Has the Indian cultivator derived his right of occupancy from the landholder like the tenant in England?

If the last question is answered in the affirmative, it may have to be conceded that he is only a tenant from year to year as was wrongly held by the Madras High Court in Chokalingam Pillai's case, 6 M.H.C.R., page 164, and which has since been repeatedly overruled by the Madras High Court, Privy Council, as well as the Legislatures—so much so that even the landholders do not contend to-day that the tenant has no occupancy right. But, what the landholder contends to-day, is that he is the proprietor of the soil and that out of his proprietorship certain subordinate interests are carved out in favour of the several classes of tenants, the most important of which are the ryots with permanent rights of occupancy. (See paragraph 4 of the Madras Landholders' Association written memorandum.)

While admitting the right of occupancy of the tenant the landholder says that it was a right given by him to the tenant and, therefore, he was entitled to enhance rents according to his will until 1865 and thereafter under the statutes. Having joined the issue on this vital matter, he must be prepared to establish his case. Instead of doing so, he argues that it is not necessary to decide this question and that it should not even be raised because it would lead to the assertion of hostile and irreconcilable claims between the zamindar and the tenants and that it is not necessary to decide whether the zamindar or the ryot is the proprietor of the soil, either for ascertaining the proper rate of rent, or for fixing the responsibility for the maintenance and improvement of the sources of irrigation.

Contentions
of the land-
holders.

On the other side, it is contended, on behalf of the ryots, that they have been the owners of the soil from time immemorial, that they did not derive the title from the landholders or even from the Government, who appointed those zamindars and other landholders as their agents for the collection of revenue: that zamindars have always been only rent-collectors for the Government and that they had no manner of right to increase the rate of rent on any ground or pretext, and that it is the duty of the landholder to keep the irrigation sources in good condition. Having regard to the contentions on both the sides and the scope of reference made to us by both the Legislative Assembly and the

Contentions
of the ryots.

Council, we are bound to consider all the points covered by the reference made to us, and the questionnaire put to the public by us and the answers thereto and the evidence, oral and documentary, adduced before the committee on both sides. The reference is as follows :—

Reference.

For the sake of convenience, we shall re-group all the cognate questions into separate categories and deal with each one of them briefly.

The questionnaire on which the public were requested by our Committee, to send memoranda in writing contained twelve questions.

Group I.—The first group consists of two parts (a) and (b)—

- (a) Who, in your opinion, is the proprietor of the soil? Is it the zamindar or the tenant?
- (b) What is the nature of the interest which the tenant has in the land as distinguished from that of the landholder?

These two parts of Question (1) will be taken as the first group to be dealt with by the Committee.

Group II.—Questions II and III which are cognate run as follows :—

2. (a) What is a fair and a equitable rent?
- (b) What according to you are the considerations that should be taken into account in fixing a fair and equitable rent?
- (c) Do you think that there should be statutory provision for remission of rent and, if so, on what principles?
- (d) Do you think it advisable to settle the rate or share of rent for a particular area once for all or, do you think it advisable to enunciate and determine what is a fair and equitable rent leaving it to the officer or court concerned to arrive at the figure as and when a question arises?
- (e) Do you think it desirable that the Provincial Government should have any reserve powers to review, alter, or reduce the rents wherever they are inequitable by executive action through their revenue settlement officers?
3. (a) Do you think that powers of collection of rent now given to landholders under the Madras Estates Land Act require any revision?
- (b) If so, on what lines?
- (c) What in your opinion are the measures to be adopted with regard to the collection of rent and sale of holdings, etc., in order to make the procedure simpler and less costly?

These questions II and III will be dealt with together as Group (2) by us.

Group III.—The third group consists of questions IV and VIII. Question IV runs as follows :—

- (a) " Are the rights of the tenants to water-supply inherent as being appurtenant to the land or are they a matter of contract between them and the landholders? "
- (b) " Has the landholder a superior right, in the water-sources in the estate, and, if so, what is the nature and extent of the right? "

Question VIII is : (a) " What according to you are the principles to guide the parties or courts to arrive at a suitable scheme for the purpose of maintaining irrigation sources and works? "

(b) " Do you think that any rights should be vested in the Provincial Government to undertake the repairs or maintenance of irrigation works, where the landholders fail to take necessary and proper steps? "

(c) Do you think that such powers should be vested in the Government to be applied *suo moto* or on application by parties? "

Group IV.—The fourth group for consideration will be question 5 relating to survey and record of rights. Question V runs as follows :—

- (a) Do you think that all the estates should be surveyed and a record of rights maintained compulsorily?
- (b) If so, what is the proportion of cost to be borne by the two parties concerned?

Group V.—The fifth group for consideration will be the matter covered by Question VI. Question VI is “can the landholder demand any levies—customary and otherwise, from ryots in addition to rent?”

Group VI.—The sixth group deals with the questions covered by (a), (b), and (c) of Question 7, regarding the rights, etc.

Question 7 is as follows :—

- (a) What are the rights of tenants with regard to the utilization of local natural facilities such as grazing of cattle, collection of green manure or wood for agricultural implements?
- (b) Have the tenants got any inherent right to use them for their domestic and agricultural purposes free of cost?
- (c) What are the respective rights with regard to the public paths, communal lands and hills and forests and porambokes as between the tenants and the landholders?

Group VII.—The seventh group will be Question 9 relating to jamabandi. Question 9 runs as follows :—

“Do you think that yearly jamabandi as in the case of the ryotwari villages is necessary?”

Group VIII.—The eighth group will be Question 10 which relates to undertenants. It runs as follows :—

“What should be the legal status of undertenants in zamindari areas in relation to :

- (1) The patta^{car}.
- (2) The zamindar.”

Group IX.—The ninth group deals with the forum. This should be question XI.

Group X.—The tenth and the last group deals with parts (a) and (b) of question 12. Question 12 is as follows :—

- (a) What are the reliefs and remedies to which the zamindar is entitled in respect of unauthorized occupation of lands by the ryots?
- (b) Does the law in regard to collection by landholder of jodi, poruppu, kattubadi from inamdars require any revision?

We propose to deal with these various groups rearranged by us for the sake of convenience in the order in which they are stated above.

Group I.—Who is the proprietor of the soil?

Taking the first group, we have to consider under different sub-heads :—

- (a) Who is a zamindar?
- (b) What was his position before the Permanent Settlement of 1802 and what was it after that?
- (c) Was he the owner of the soil before the Permanent Settlement of 1802? If not, did he become one under the terms of the Permanent Settlement?
- (d) What was the position of the tenant before the Permanent Settlement Regulation and the Patta Regulation of 1802?
- (e) What was the effect of Act VIII of 1865 and I of 1908 on the rights and liabilities of the landholder and the tenants?
- (f) What was the effect of the judicial legislation on the rights and liabilities of the tenants and landholders, (1) between 1802 and 1865, (2) between 1865 and 1908, (3) between 1908 and 1938?

In other words were the right, title and interest of the tenant or the landholder, materially altered between 1802 and 1938 or even from the existing state of affairs before that date.

We shall consider first (a) who was a zamindar in the past and what has he been now.

Zamindars in Circars—Right to the soil.

Classes of
zamindars in
Madras
Presidency.

The origin of the zamindaries in the Madras Presidency was just the same as it was in Bengal. In Madras zamindars have been of the following classes :—

- (1) Ancient zamindars;
- (2) Ancient poligars;
- (3) Proprietors of Havelly estates; and
- (4) Jagirdars, etc.

We shall examine the history of each one of these.

In the sixteenth century when the Muhammadan rulers began administering the country they did not make any attempt to dismiss the old officers who served under the Hindu kings and replace them by officers of their own. Indeed, they did not interfere with the institutions of the Hindu period generally. During the Hindu period there were officers known as deshmukhs, desbandyas or collectors and accountants of circles and there were also headmen and karnams who were generally known as the accountants of the villages. All these offices were permanent and hereditary. They were allowed to continue to discharge their duties as servants of the Muhammadan rulers with the same designations. Some of them were also allowed to take the district in which they were functioning on contract and they were called zamindars.

The words "chowdary" (Hindu), "Crorie" (Muhammadan) and "zamindar" were synonyms. The final use of the word "zamindar" gave colour to the misconstruction of the tenure. This word in Rajputana means simply a holder of land or tiller of the soil.

Such is the origin and meaning of the word *zamindar* (see Kistna District Manual, page 343).

Origin of
zamindars in
Kistna
district.

Thus a deshmukh or desbandyan or a collector or even an accountant of a circle could become a zamindar under the contract. There were ryots on the estates when these contracts were entered into. There was no Contract Act then in force. By a contract it did not mean anything more than an undertaking to serve as a collector of revenue of the Government for some remuneration. Baden Powell, P., says on this—

"In appointing zamindars, the Muhammadan Government had no idea of conferring a landlord property in the soil. The appointment defined nothing and left the holder to get what he could or what he was naturally entitled to, regarding him primarily as a revenue collector with certain fees and villages."

In this manner there were zamindars (revenue collectors) appointed both in the jungles and hills. There was yet another class who became landlords or zamindars by purchasing muttas or parcels of the lands known as havelly lands.

So much about the origin and meaning of zamindar in the Kistna district. Now let us look into the *Godavari district*.

Here also the zamindar was a rent-collector of the Muhammadan ruler without any right to the soil. His position is described as follows in Baden Powell's "Land Tenures," Volume III, section 4, page 133 :—

Origin of
zamindars in
Godavari
district.

"In the Godavari district, we again find, that though the zamindars had in the later days of lax administration usurped independence, so that not only the forms, but even the remembrance of one civil authority seemed to be wholly lost, still they were only the agents of the *Muhammadan rulers*; and though descended from ancient Hindu Princes who had once ruled, they were removable at pleasure and were frequently punished by dismissals, for acts of disobedience."

Origin of
zamindars in
Ganjam and
Vizagapatam
districts.

Ganjam and Vizagapatam districts.—We shall now turn to Ganjam and Vizagapatam districts to know whether the origin and meaning of zamindar there, are any way different from those of Kistna and Godavari. That it is exactly the same is evident from the description taken from the Circuit Committee proceedings, pages 12 and 13, which runs as follows :—

"Generally Hindus of the Kshatriyas or Razu caste, appointed by the Nawab and confirmed by the Sowbah, to manage a division of the country conquered by the Moghals from the ancient Hindu kings, and their deputies and who were often relations of the reduced families for being men of the sword, of impatient tempers, unacquainted with arts of peace, and too indolent for the application necessary to acquire them, those adventures readily made over the portions of the new territory to the charge of such Hindus of ability as would receive them, allowing them to preserve their religion and customs, on condition of paying the full produce of the land after deducting the expenses of collection and a commission of 10 per cent in their own favour. Such appears to have been the introduction of zamindars, a race whose diligence and economy, soon rendering them rich, they, by various artifices aided by the Muzumdar (also a Hindu)

and proper use of their money either, deceived or bribed the succeeding Nawabs into false opinions of their income and the grant of more extensive country and indulgence in *revenue*. But it nowhere appears that they were ever suffered to attempt sovereignty and independence with impunity, being always kept in subjection and under great restrictions."

From this it is clear that zamindars in the Circars were managers appointed by the rulers and their deputies to manage different divisions or paraganas of the conquered country and collect the revenues due to the Government.

Ramnad and other estates of the south, Venkatagiri and Kalahasti of the north are of feudal character.

So far we have examined all the important centres of the Circars and we have found on the facts gathered from the best of the sources available that the zamindar was only a collector of revenue or manager of a division on behalf of the rulers and has no independent right in himself, being liable to dismissal at any moment by the Muhammadan rulers. He continued to be rent-collector for a long time even after the East India Company took charge.

Southern zamindars and poligars—Right to the soil.

We shall now examine the zamindari and poliam in the southern districts. We shall take the poliams first and deal with their history generally and briefly.

Origin of
southern
poliams.

Poligars, who are the proprietors of poliams, although their original tenure was of a feudal type and thus different from the zamindars of the Circars before the settlement, came under the same category after the Permanent Settlement and exchanged sanads and kabuliyats. The poligars, before the assignment of the estates to them by the Government had no right to the soil. When villages were transferred to them, they got only the assignment of the Government revenue of those villages, and not ownership of the soil, because the Government itself did not possess any. In our enquiry at the Madura centre, various poliams were represented and evidence was recorded both on behalf of the poligars and the ryots. Amongst those the following names may be mentioned here :—

Poliams of the south.

Kannivadi.
Bodinayaknur.
Idayakottai.
Pavali.
Thevaram.
Ayakkudi.

Elumalai.
Ammayanaickanur.
Errasakkunaicknur.
Etayapuram.
Saptur, etc.

Poliams of the west.

Venkatagiri.

Kalahasthi, etc.

The Permanent Settlement of 1802 was not a success in the poliams of the south. In the years 1805 to 1808, there was an economic crisis in the State of Dindigul and other areas. All the capitalists became bankrupts and all the estates fell into arrears, according to the Report of Nelson, I.C.S. (See pages 56, 57 and 58 of the Madura Country Manual.) Mr. Hodgson, Member of the Board of Revenue, was deputed to investigate into the causes of the decline. After an elaborate and exhaustive enquiry he made a report in which he gave the history of the poliams which runs as follows :—

State of
Dindigul.

Poliams.

The whole land of a province in India, whether cultivated, arable, waste, or jungle or hills has been from time immemorial apportioned to particular villages, so that all the lands are within the known boundary of some village. The total area of all the villages of a province forms the whole landed surface of a particular province.

Mr. Hodg-
son's Report

The villages of Dindigul are distinguished by the terms Circar village and " polipat ", the former denoting that no other intermediate agency existed for the receipt of the Circar's share of produce or revenue than the immediate officers of the Circar; the latter denoting an alienation of the revenue of entire villages, and the transfer of their revenue jurisdiction to individuals styled poligars either for feudatory or kaval service on a tribute called peshkash—this being less than the Circar's share of produce in proportion to the service rendered by feudatory poligar or kavalkar. Independent of the poliams, the poligars frequently held " kavaly mariams " in the Circar villages. The poligars had at the time

of the transfer of the villages no property or occupancy in the land, and seldom assumed any—the worst cultivated villages and the most jungly or frontier situations were frequently assigned to poligars for “kaval service.” They sometimes had a kummattam of their own either to increase their resources or for the purpose of rearing a superior kind of grain for domestic use. They sometimes had the power to compel the inhabitants of the Circar villages to cultivate their maniams in preference to the Circar lands. This happened when the Government was weak and the poligars strong. The peons whom they were, under their tenure, obliged to maintain either for external war, or internal police, had land assigned to them for a proportion of their pay—and assignment of land when the desolate state of most of the poliams is considered, the poligar could easily make without ejecting any of the original cultivators. If ejection by force was ever practised, it was always considered an act of injustice.

It follows then therefore that the transfer of villages to form a poliam was no more than the assignment of a certain portion of the Government revenue of those villages, to an individual for a particular purpose in preference to giving monthly pay. The practice of assigning the revenue of land for the payment of service was universal in India. It was practised as well for the maintenance of fighting men as for the endowment of religious establishments; for provision of the expense of the kitchens as for the payment of betel-bag carrier; as well in reward for civil or military service as for the support of concubines.

Village
system in
Dindigul.

Village system.—In the villages of Dindigul, the same internal policy is found as in other provinces; a certain portion of the inhabitants holding the title of natangars (‘village elders’) or mahajanams are in the enjoyment of a portion of the land rent-free and are the hereditary occupiers of the remainder.

From this it is evident that the poligars are only assignees of land revenue and not owners of the soil. They never put forward any such claim in the past.

That is the case with all the poliams named above in the Madura and Tinnevely districts, and also the poliams of Trichinopoly district, viz:—

Udayarpalayam, Ariyalur, Thurayur, Marungapuri, Kadavur and Kattuputtur, which is a mitta.

These were represented in the Trichinopoly centre during our enquiry.

We shall now give a brief history of the zamindaries and poliams of the Trichinopoly district named above.

History of
zamindaries
and poliams
in Trichino-
poly district.

The following extract, taken from the District Gazetteer of Trichinopoly, would show the nature of the estates and also the basis of calculation for peshkash. The poligars who had been dispossessed at one time were not restored to the whole of the estates which they had once enjoyed. The Government finally decided to grant to each poligar only a number of villages as would give an income equal to the income from each of the poliams as whole under the zamindari tenure. In other words the character of the zamindari tenure was changed by splitting up into one of poliams. The following passage is taken from Volume I, District Gazetteer, Trichinopoly, Chapter II, pages 236 and 238:—

Zamindari land—Trichinopoly district.

The zamindaries of the district consist of the ancient palayams of Ariyalur and Udayarpalayam (in Udayarpalayam taluk) Marungapuri and Kadavur in Kulittalai, Thurayur in Musiri and Andipatti in Karur taluk, the Kattuputtur Mitta in Musiri and numerous mittas of Namakkal. Of these, all the mittas were created by the British at the time of the Permanent Settlement. They were all originally in the Salem district, to which the Permanent Settlement was applied. The Kattuputtur mitta was transferred from Salem to this district in 1851. All the ancient palayams date from the pre-British times and were conferred on the poligars by the native rulers—all apparently by the Nayakkans of Madura—on some kind or other of service tenure. The early history of each of them is sketched in the accounts of them in Chapter XV.

The treatment of these ancient palayams by the British has varied. Andipatti (which till recently belonged to Coimbatore district) and Marungapuri and Kadavur (both of which belonged to Madura till 1856) were assessed in the early days of the British rule at a peshkash amounting to 70 per cent of their estimated gross income. Sanads were given to the first and third in 1871; but the title to Marungapuri was then in dispute in the civil courts and a sanad for that estate was granted only in 1906. The position of these poligars was for some time in doubt; and it was not till 1871 that it was decided by the Privy Council that the Marungapuri zamindari (which is typical of others) was an hereditary estate the owner of which possessed a title indefeasible by the will of Government. The Andipatti Estate has long been divided, but the other two have been declared impartible by Act II of 1904.

The Thurayur, Udayarpalayam and Ariyalur Estates were not like the others above mentioned, in the possession of the poligars' families at the time of the cession of the Carnatic. The poligars of all of them had had differences of one sort or another with the Nawab, and at the beginning of the English rule had all been dispossessed of their estates and were subsisting on compassionate allowances of various kinds.

When the country came under the Company's rule the first Collector recommended that all these poligars (then only ones in the district) should be restored to their estates on the footing of zamindars and should pay a peshkash of two-thirds of the estimated gross income of their properties. The Government, however, at first declined to recognize the title of the poligars and ordered the Collector to continue the management of the poliams. At the same time they ordered an inquiry to be made into the value of the poliams, the nature of the service which was due from the poligars to the Government, and the money value for which these services might reasonably be commuted. Meanwhile, they authorized the Collector to pay to the poligars allowances equivalent to 10 per cent of the net value of the estates with effect from the date of the cession of the Carnatic to the Company. In 1814 the Board observed that to restore the poligars would be for a variety of reasons impolitic and they recommended that Government should grant to each poligar such a number of villages as would yield the equivalent of the income which might be expected to secure from each of the poliams as a whole under zamindari tenure. This was approved by Government in 1816; calculations were made of the gross income derivable from the estates; and the poligars were each put in possession of so many villages as would yield an income equal to one-third of the gross incomes so calculated. At the same time it was decided that the police duties which formed a part of the service demanded from the poligars should be discontinued and that KAVAI fees should no longer be collected. Zamindari sanads were issued to them on December 23rd, 1817. The Thurayur and Udayarpalayam estates are impartible being scheduled as such in Act II of 1904. The Ariyalur estate has long been divided into small portions.

From the above it is clear that the poligars were only assignees of land revenue and had no right to the soil. The zamindar of Udayarpalayam admitted in his written memorandum that he had no proprietary right to the soil. Indeed, no poligar claims any ownership to the soil. We shall now examine some of the zamindaries in the south to see if the landholder had any right to the soil.

ZAMINDARI OF RAMNAD.

(Property in the soil.)

Ramnad Manual—Property in the soil.—The right of property in the soil vested in the cultivators from very early times. Manu's dictum concerning right in land is as follows:—

"Cultivated land is the property of him who cuts away the wood, or who first cleared and tilled it."

... "The Hindu kings did not even recognize individuals, but made their arrangements for the payment of the share due to State with the village elders representing the village community, which was the unit of fiscal Government, and which as representing the shareholders possessed a complete and indefeasible property in the soil. The very village system, constituted and in force from early times as described in detail under village service, clearly establishes the fact that none of the former Governments has ever laid claim to property in the soil."

Manu's dictum.

2. In his work on Village Communities Sir H. Maine says—

The assumption which the English first made, was one, which they inherited from Muhammadan predecessors. It was that all the soil belonged as absolute property to the sovereign and that all private property in land existed by his sufferance. The Muhammadan theory and the corresponding Muhammadan practice, have put out of sight the ancient view of the sovereign's right, which though it assigned to him a far larger share of the produce of the land than any western ruler has ever claimed, yet in no wise denied the existence of private property in land. The English began to act in perfect good faith on the ideas which they found universally prevailing among functionaries, whom they had taken from the Muhammadan semi-independent Viceroy dethroned by their arms. *Their earliest experiments on the belief, that the soil was theirs and that any landlord would be of their exclusive creation have now passed into proverbs of Maldroit management.*" (Maine's Village Communities Lecture IV, pages 104, and 105, 1st edition.)

Sir H. Maine's observations.

In Madras, however, the mistake was not perpetuated to the same extent as in Bengal. At the very commencement of the century, eminent officers of Government reported that village communities existed all over the country and possessed undoubted property in the soil. Mr. Lushington, Collector of Tinnevely and Madura, in a letter, dated 29th December 1800 writes :—

In tracing their past situation, it is not to be discovered that during the revolutions of many ages from the reign of their first Prince until the final downfall of Hindu authority any question ever existed in any stage of the Hindu history as to the right of the people to the lands of the country excepting villages or lands totally waste and that have escheated to Government. On the contrary, they appear to have been transmitted to them from the most remote era down to the present time without interruption. These rights are supported by usages, which could never have prevailed but for their universal acknowledgment and in the repositories of their history, their laws, *we find the right of the people to property in lands repeatedly acknowledged and preserved.* It has been the custom to consider the Hindu Governments of old despotic and regulated solely by the arbitrary will of the reigning Prince, theoretically viewed they were so, but in practice they had little of this character.

. . . Even when the country was, in later times, ravaged by the Mussalman armies, and the adoption of the laws of Muhammad into the Hindu jurisprudence created universal confusion and engendered continual differences in the decrees of justice, *no fundamental material innovations took place in the right to landed property* (however grievous the public assessment often proved) such as I have described; and the privilege of tilling the glebe which he first broke, and brought into fertility, it has never been the custom to take from the poorest cultivator, *so long as he duly yielded the public share.*" (Page 82 : Papers on Mirasi right.)

3. Mr. Hodgson, Collector of Dindigul, on the 28th March 1808 wrote as follows :—

" So long ago as the 31st March 1800, Mr. Hurdis stated that the Nattamgars (village elders) of South Coimbatore considered that they already held a proprietary right on the soil. The Nattamgars (village elders) certainly consider the farm they cultivate as their own property; and no Government save the Mussalman, appears to have considered the soil its own, or itself at liberty to deprive the inferior subject at its will."

4. Referring to the permanent sanad, Mr. Hodgson wrote :—

That no zamindar or proprietor (or whatever name be given to those persons) was entitled by law, custom, or usage to make his demands for rent according to his convenience.

. . . That the cultivators of the soil had the solid right from time immemorial of paying a defined rent and no more for the land they cultivated."

* * * * *

It must then, I think, be admitted that the Circars or Government or the representatives of the Government, the zamindars, never could have been the absolute proprietors of the soil."

5. The result of investigation regarding mirasi rights commenced about 1815, was the accumulation of overwhelming testimony in favour of the comprehensive and complete nature of the rights in the soil possessed by the ryots as against the Government and the zamindars and others similarly situated. As a matter of fact, the ryots in this estate have, from time immemorial, exercised the right of selling, bestowing, dividing, and bequeathing their lands in the manner, which to them is most agreeable; some of the ryots' lands have also been purchased by the late zamindars and their managers, and enjoyed by them as siruthettu or private property.

Venkatagiri
Kalahasti
Karveti-
nagar.

Venkatagiri and Kalahasti and Karvetinagar were also poliams in which the poligars were only assignees of land revenue. We have now dealt with the important zamindari and poliams and found that the zamindars and poligars are only melvaramdars, the ryots being kudivaramdars.

After the advent of the British rule until 1802 the relationship of the zamindar with the ruler was regulated by the exchange of Sannadi-Milki-Isthimir and kabuliyat in the same manner in which it was done subsequent to the Permanent Settlement Regulation of 1802. In the pre-permanent settlement sanads there was a further condition that the estate was indivisible and descendible according to the law of primogeniture. The proprietors'

right of the Government to collect taxes was transferred to the zamindar by the Government subject to the payment of a fixed revenue. This fixity did not apply to water-rates and local cesses. The zamindar further bound himself to regulate the relationship with the tenants by exchange of pattas and muchilikas. The pre-permanent settlement sanad was as follows :—

Sample sanad prior to permanent settlement.

“ To the amils, etc., the Deshmukhs, Despandyas, Chaudris (note the Hindu titles), the principal persons and accountants of the Vinnakota parganna, in the Charnal district Circar of Mustafanagar, subah (province) of Haidarabad. It is now written that that the *fees (rusam)*, *land revenue (mahal) sair* (customs), etc., *muhtarafa* (a house and trade tax), *savarams* (revenue), assignment or allowance to zamindars are now confirmed and ratified as usual to kandans, etc., and surayya, etc., zamindars of the abovenamed Charnal-mahal. You are to give up to them the *rasam, mahul, etc.*, so long as they continue attached to the Government. They are to enjoy the perquisites thereof and to remain faithful to the Government interest : This is to be strictly observed.” (Dated 1st Sawal 1172 H., 1759 A.D.) (see Kistna District Manual), page 313, and (2) Baden Powell on Land Tenures (Volume III, pages 134 and 135).

The first sentence of the sanad was addressed to Deshmukhs, Despandyas, Chaudris—(all titles or designations given by the Hindu kings to their own officers)—who were recognized by the Muslim rulers when they took the reins of administration into their hands and who again were recognized by the British in their turn when they succeeded the Muslim kings. It is remarkable that the British rulers like their predecessor did not interfere much with the then existing institutions for a long time, until at least 1802.

According to the sanad quoted above the zamindar was given the right to collect mahal (land revenue) and other items and enjoy the benefit and perquisites thereof only so long as he was loyal to the Government. There was no reference to the right to the soil at all. On the other hand the right to collect land revenue and other taxes alone was conferred on him.

Ownership to the soil.

This can further be proved from Justice Field's observations in his book on Land-holding :—

“ That the ownership of soil was not in the sovereign is proved by a variety of arguments. One of these is remarkable, being drawn from the fact that the Emperors purchased land when they wanted it. Aurangazib purchased land in Hundi, Palan, etc. Akbar purchased land for the Forts of Akbarabad and Illahabad; Sahajahan purchased for Sahajahanabad . . . according to Muhammadan Law, the sovereign has only a right of property in the tribute or revenue; but he who has a tribute from the land has no property in the land.”

Justice Field's observations.

When this is the case with Sovereign himself, the zamindar can never claim such a right being in origin a simple rent collector.

The Hon'ble Mr. Forbes in his speech when he introduced the Madras Estates Land Act in 1908 contended that “ the legal status of the zamindar under the Permanent Settlement cannot be put higher than that of an assignee of the public land revenue.”

Having noted that the zamindars were appointed or continued as rent collectors of the East India Company, as in the Muslim period we have to examine how they managed their business and what induced the Company to introduce the Permanent Settlement and enact the Permanent Settlement Regulation XXV, the Patta Regulation XXX, the Karnams Regulation XXIX and XXVIII—all of 13th July 1802—and what is the effect of such legislation?

Did these Regulations create a right to the soil in favour of the landholder?

Although the East India Company was carrying on trade from 1612, it was not until 1758, that their rule was established in this country—beginning from 1758, the Company had to fight against odds before it could settle down.

Zamindar's management.

Further, since the East India Company took the administration of the country into their own hands, their first anxiety was to make sure of their land revenue. They had to evolve something out of the chaos that had been left to them by the previous rule; they could not introduce ryotwari system and individual responsibility for payment of the revenue immediately. Being newcomers, they had to feel their way to study the conditions then prevailing and also acquaint themselves about the descendants and representatives of the old vanquished rulers including the zamindars or rent farmers, through

Political motives and circumstances that led to the introduction of Permanent Settlement.

whom the Muhammadan rulers were collecting their revenues. On the other hand, the East India Company could not deal with the cultivators direct nor could it make the zamindar and the renter sufficiently "honest" to pay their share of the revenue without defrauding. These zamindars had military, sibbandhi, peons and vast establishments. Their troops were strong though not equal to fight the English soldier. To make sure of their revenue the East India Company had to decide on maintaining European forces to compel the zamindars to disband their regimental forces, because they knew that the zamindar would not be agreeable to dissolve their armies voluntarily. To understand with what political motives and under what circumstances the East India Company felt compelled to introduce permanent settlement and establishment of courts and military forces, we can do no better than we give extracts from the Report of the Circuit Committee itself, which run as follows :—

"The great abuses existing in the present system I conceive to arise from the *avarice and inactivity* of the zamindars who neglecting the most principal part of their duty, attention to the people's rights, sell them in fact to interested and oppressive renters. Cultivation therefore is the consequence of necessity and not of choice, and would probably fail very considerably by desertion, were the neighbouring hills less fatal or the surrounding countries under better regulations. I think it certain they cannot be under worse, for, although the labourers are concerned in so large a proportion to the *Raja's income they experience* no sort of return either in protection or assistance towards improvement of their lands, which the state of the village karnams, who are now servants and creatures of the renters, and the utility of the latter being the only tribunal to which the injured can complain, besides the unnecessary alienation of lands as mokhasas, maniyams, terasts; etc., all conducing to increase the disputed power and the demands of Government, render the villages nothing more than wretched hovels, and leave the labourers only a bare subsistence, at the same time that a few favourite Chetrias about the Raja's person absorb at least one-sixth of the collections without affording any competent advantage to the community or country, being the tyrants of one and so frugal and apprehensive of appearing wealthy, that the better part of their riches are altogether such and of course useless to the other.

"It was once proposed to let the villages by lease to the head inhabitants for ten years at a fixed rent, in order to lessen the pretences for oppression in the zamindars and officers of Government, and to secure to the company a certain annual income. This project might be successful were the natives more accustomed from having just superiors to be just themselves, and place confidence in their rulers. But considering their present depravity and the despotism that has long prevailed the whole system I apprehend these new renters would find constant excuses for short payments, the truth of which, from their number, it would be difficult and expensive to ascertain and suspecting that Government had the secret design of plundering them on their becoming opulent, it is probable they would not exert themselves, but would practise oppressions upon the tenants and their dependants to discharge the assessments on their own more extensive cultivations, while the whole of their profits would be secreted and lost to the community.

"After considering the above it will not be thought extraordinary or improbable, I presume, when I suppose if the revenue was brought back to the first principles and the system of zamindars altogether abolished, that the Northern Circars would be found to yield at least a crore of rupees to the company. To effect this, however, an entire new arrangement will be necessary. Upon the leading step to which I must observe that, considering the authority of zamindars established by long example by the interested presents of Muhammadan Governors, and by the want of information in Europeans, it might be difficult at present to deprive them at once of their assumed power, and reduce them to their original condition although it is certain they have not the same hold of the people's affections as the Dhaos possess, because of the oppressions they tolerate and their want of hereditary right. Yet when their military (amounting in the extent of the circars to 3,500 at least) shall be decreased, and the Government enabled by raising their payments to foot a considerable force of its own, stationed in the heart of every powerful zamindari, it will be no longer an hazardous or arduous enterprise to reserve the management under its own servants and allow those dispossessed officers an ample, though not profuse, maintenance.

“ This shows the necessity of reducing the zamindar's power not partially but entirely. It may be proper to observe that, while zamindars have revenue at their disposal, the integrity of Europeans and the public interest must be considered as precarious, that in consequence of the very inadequate payments made by many of the most powerful among them, they are enabled in some instances to extend their influence over inferiors, in others, of forming connexions with the neighbouring powers, and in all of keeping on foot a military establishment, and entertaining notions of importance ever connected with riches, but inconsistent with their station as servants, and which except by force it will be difficult to eradicate. That the desolation and failure in the havali lands is to be chiefly attributed to their influence acting by allurements, where devoid of authority, but by force and open oppression compelling the inhabitants to remove into their zamindaris, where character of renters affords them the opportunity. That it will be impossible (however well disposed the Company may be) to establish the rights of individuals, and their proportion of the crops upon a permanent and secure footing until the whole circars are brought under one form of collection by hereditary pretension and the ancient Hindu usage (whose countries are in general a barrier to our possession, and which none but themselves can manage to advantage), to retain the smallest appearance of authority or the most distant hope of possessing or being able to establish a separate interest would be highly impolitic and dangerous as has been already evinced, as I understand, by the doubtful conduct of them all during the war, because a revolution must at any time be desirable even from their hope of becoming more independent, and the probability of expunging any arrears that may be due to their old superiors, of which examples are not wanting; and here, allow me few words to examine the practice of which, by some, may be considered as proper to be adopted on the (decease) of zamindars, a system in which I can see nothing to applaud and which too often accelerates the ruin of countries that had otherwise been flourishing and happy. The general mode appears to be that the countries are rented to persons who either bid very high for the Company's advantage or obtain the lands on easy terms by acquiring the favour of those who are empowered to let them. In either case as the produce is to reimburse the expense, it must, of course, be liable to other demands above the just collections which are generally brought about in the following manner :—

Harvest time being near, the renter overvalues the produce to secure a large and undue proportion to himself, which, where the inhabitants are a little beforehand, they will object to and may refuse to reap until he consents to a more equitable valuation rather than be a loser as the crop would soon spoil, he is in the end obliged to comply: but no sooner are the lawful collections gathered in, than his peons and servants begin the work of force and torture, under various pretences squeezing still more from the country. The inhabitant pays indeed, but he has lost all confidence, as he knows of no power that can afford him redress.* During the ensuing year those who have wherewithal to emigrate, forsake the districts, while the miserable remainder having no object to encourage their industry, cultivate barely enough to complete their payment and for their own support. So that the supply being more scanty the exactions of course, are become excessive, and as the renter must have a profit rather than part with all his receipts to fulfil his engagements, he feigns a thousand excuses to secure his end and cover the fraudulent detinue of part of the revenue. In the later years finding the district neglected and abandoned, if he thinks it his interest to continue his cowl, a collusion is entered into with the principal people, to whom, for a certain sum he rents the management of their respective neighbourhoods, thus increasing the number of task-masters and the wretchedness of the labourers, he sometimes grants sanads of exemption from taxes to these people, which are brought forward at an after-period and often with success.’ ”

Such is the picture drawn no doubt, by a party interested in throwing the whole blame on the other, so graphically by contemporaneous writers who were charged with a special commission to gather facts and make their report to the Court of Directors on the management of the zamindars as rent collectors. To complete the picture so as to bring into relief the prominent features, we give below a further extract affecting the Circars as a whole—

“ In the course of time, however, and chiefly, I believe, in consequence of their availing themselves of the change at Hyderabad, when Aurangazib reduced the Moorish Kings of Golcandah, they grew to the height of power and confidence we now find them at, thinking and acting as they were Kings and not servants, but allies to the Government, in which idea and conduct and want of information

of the Europeans has not a little confirmed them. They were allowed their sary, that is 10 per cent on the jamabandi, which on 50 lakhs or half the estimated value of the circars is Rs. 5,00,000. Having the absolute authority in the zamindari they introduced roosooms or fees to themselves and principal servants, amounting on the above sum at $1\frac{1}{2}$ per cent to about Rs. 75,000. On pretence of receiving variety of coins, some of which were bad, they instituted a batta of 3 per cent to make up their loss on exchange; supposing only 35 lakhs paid in specie, this batta would be Rs. 10,500, while the lands were regularly ANCHUND or valued, it was easy for the Nawab to learn the true produce, to avoid which inconvenience some of them not only overturned the former arrangement of the pargannas but introduce the levy by shist, Mullawattee and Nazer, those accounts being easily falsified; and also enabling them to take a part of the payment in advance, but they still kept up the claim upon the inhabitants for cutchery charges, though the better part of them did not exist, and have wholly ceased since the zamindari lands have been put under renters, which charges calculated on the shist of 50 lakhs would amount to Rs. 3,25,000. The ravasey and woolpha appear to have been introduced for payment of their servants, and to defray their own travelling expenses, which calculated on the shist would amount to Rs. 35,000. The whole of those charges are now collected by renters, but comes ultimately to the zamindar, the muchilikas being increased in proportion so that the zamindars' oppressive collections over and above their sary must, upon a jamabandi of 50 lakhs of rupees, be Rs. 5,40,000 and including the sary would amount to Rs. 10,40,000."

Zamindar's management before Permanent Settlement.

Events that led to the introduction of Permanent Settlement

The above extracts given copiously from the proceedings of the Circuit Committee deal with matters extending over 44 years of East India Company's administration previous to 1802 and the management of the zamindars throughout the said period. The English language, grammar and structure of the sentences of the servants of the Company of more than 140 or 150 years old are not the same as those of to-day. Some of us may not be able to understand the full import of those beautiful passages easily and quickly now. We, therefore, recapitulate the essence in simple language; narrating the doings of the zamindars which led ultimately to the introduction of the Permanent Settlement. They are taken one by one from those very passages. The subject is so important that it will easily bear repetition. The events that led to the introduction of the Permanent Settlement Regulation of 1802 are briefly as follows:—

- (1) Owing to the avarice and inactivity of the zamindars, cultivators were sold to oppressive renters.
- (2) Owing to zamindars' failure to attend to people's rights, cultivation became a consequence of necessity and not of choice.
- (3) Probably cultivation would have been deserted altogether if neighbouring jungles were less fatal or surrounding countries were under better regulations.
- (4) Cultivators made largest contribution to the Raja's income but they got nothing in return either by way of protection or help required for the improvement of land.
- (5) Village karnams became the servants and creatures of the renters.
- (6) Renters became the only tribunals to hear the complaints of the injured.
- (7) Unnecessary alienations of land as mokhasas, maniams, terasts, etc.
- (8) All the above conducing to increase the disputed power and the demands of Government.
- (9) Villages became wretched hovels and the tenants did not get even bare subsistence.
- (10) Favourite Kshatriyas about the Raja's person absorbed one-sixth of the collections without giving any advantage to the cultivators or the country.
- (11) Zamindar wanted to let the villages by lease to the head inhabitants for ten years at a fixed rent.
- (12) Renters coerced the tenants and their dependents to discharge the assessments on their own large cultivations, while they concealed their profits.
- (13) For all the foregoing reasons it was thought better to abolish the zamindari system altogether, and make the Circars yield at least a crore of rupees more to the Company.

- (14) Altogether the zamindars did not command the same hold on people's affections as before as the Dhaos possessed and it was considered not yet expedient to drive them away altogether then.
 - (15) It was believed that the zamindars lost their hold on the people because they had no hereditary right and they were tolerating the oppressions.
 - (16) It was considered precarious to reduce the zamindar's power entirely so long as they had revenue at their disposal.
 - (17) It was feared that the zamindars would extend their influence over inferiors, form connexions with neighbouring powers, increase their military establishments, entertaining false notions of importance owing to their riches forgetting altogether that they were servants of the Company.
 - (18) It was felt that it was difficult to dismiss the zamindar except by force.
 - (19) The desolution and failure of cultivation in the Havelly lands was due to the influence of the zamindars who by allurements, force and oppression compelled the inhabitants to remove into their zamindaries in collusion with the renters wherever possible.
 - (20) There were a few Rajas who pretended to have hereditary claims while a few others claimed rights under ancient Hindu usage (whose countries were in general a barrier to the possession of the East India Company and which none but themselves could manage to advantage).
 - (21) The Company believed that to all these zamindars to retain the smallest appearance of authority or the smallest hope of possessing or being able to establish a separate interest would be impolitic and dangerous, having regard to their doubtful attitude during the war which the Company had to wage against Bussy, Duplex and other French Commanders in India, while the French Revolution was in progress on the continent.
 - (22) The East India Company also believed that some of these Rajahs would be hoping for a revolution in which they could attain more power and independence and through which they could ultimately repudiate their liability to pay their accumulated arrears to the East India Company. Such instances were not wanting.
 - (23) Having regard to the past experience, the East India Company resorted to the practice of renting the district to the highest bidders or to those who could obtain the land on easy terms through the favour of those who were authorised to let them, whenever a zamindar died.
- But this was considered bad and ruinous to the country which had otherwise been flourishing and happy because in either case the expenses had to be re-imbursed from out of the produce of the cultivators both in regard to the legitimate as well as illegitimate demands.
- (24) The illegitimate demands were generally forced on the cultivators in the manner stated below :—
 - (a) Just before the harvest the renter overvalues the produce for securing a large and undue proportion to himself and the inhabitants sometimes insist on a more equitable valuation and refuse to reap. But reaping could not be done without permission and if it was delayed long the crop would be spoiled. So in the end the cultivators had to yield.
 - (b) But, when once the lawful collections were made, peons and servants begin to force and torture under various pretences until they squeeze still more. The inhabitants paid but they got nothing in return. They lost all confidence and no power on earth could give them any redress. In the following year those who had enough to migrate left the district while the miserables that were obliged to remain behind cultivated just enough to complete their payment of taxes and for their own living, because there was nothing to encourage their industry.
 - (c) Thus supply became scanty while the demand increased greatly.
 - (d) The renters must have their profits at any cost. They did not like to part with all the monies they earned to fulfil all their engagements. They feigned thousand excuses to secure that end by fraudulently concealing part of the revenues.
 - (25) Most people gradually left the districts and the renters got into trouble with the supervisors. If they had to renew their cowles, there was no way of dealing with the inhabitants direct. They, therefore, colluded with the principal inhabitants and rented the management of their respective neighbourhood to them.

- (26) Thus the number of task-masters increased and with that the wretchedness of the labourers become worse.
- (27) Sometimes the renters granted to people sanads of exemption from taxes and these were produced after a long time and they had to be confirmed even though they were bogus and unauthorized.
- (28) In Circars the Zamindars thought and acted as kings entirely forgetting that they were servants.
- (29) They were allowed their sary 10 per cent on the jamabandi of 50 lakhs which was half of the estimated value of the Circars. That allowance amounted to 5,00,000 rupees.
- (30) There they introduced roosooms or fees to themselves and their principal servants amounting on the above sum at $1\frac{1}{2}$ per cent to about Rs. 75,000.
- (31) On pretence of receiving variety of coins some of which were bad, they instituted a batta of 3 per cent to make up their loss on exchange, e.g., if 35 lakhs were paid the batta came to Rs. 10,500. [This could have been easily avoided, if the lands had been regularly valued and the true produce had been ascertained.]
- (32) To evade regular anchund or valuation the old arrangement of the parganas was upset and levy by shist mulla wattee and nazer were introduced, the accounts relating to which could be easily falsified.
- (33) The above arrangement enabled them to take a part of the payment in advance and still keep up the claim on the tenants for cutcherry charges though the better of them did not exist at all and had wholly ceased since the zamindari lands had been put under renters and which charges calculated on the shist of 50 lakhs amounted to Rs. 3,25,000.
- (34) The ravasey and woolpha were introduced for payment of their servants and to defray their own travelling expenses which amounted to about Rs. 35,000.
- (35) The whole of the above charges were then collected by renters, but ultimately came to the zamindar, the muchilikas having been increased in proportion.
- (36) As a result the zamindars' oppressive collections over and above their sary upon a jamabandi of 50 lakhs was Rs. 5,40,000; with the sary, it came Rs. 10,40,000.

Such was the position and management of the zamindars before the permanent settlement of 1802, according to the Circuit Committee Report. While making the Report, the Committee made certain recommendations upon a reform of system for management of these Circars.

Recommendations of Circuit Committee.

The recommendations were as follows :—

- (1) Having due regard to the ignorance of the East India Company and its officers, of revenue matters, they were advised to keep a close watch over the cutcherries of the zamindars (until tranquillity was restored in Company's possessions and sufficient military strength was gathered) and management of the zamindars straightaway.
- (2) The second recommendation was to divide the country into districts of 10 lakhs each and again subdivide each one of them into parganas of 2 lakhs each.
- (3) Next one was to increase the emoluments of all revenue servants so as to make each one happy and contented and take particular interest and prevent abuse or maladministration in any part of the system. This was considered the first object of reform and the proposed rise in salaries should be in different proportions according to the degree of responsibility and magnitude of the charge, and it must be met from the gross amount of the joint collections and not be a fixed salary certain in receipt and independent of the office.
- (4) No individual should be allowed to draw commission upon the produce of the lands under his own charge, but be obliged to share in equal proportions with others of the same descriptions.
- (5) The regulation must prescribe that every one of the Company's servants should exert himself to the utmost for improvement of the revenue and at the same time he shall be interested to detect and complain every case of fraud or inattention in others.

- (6) As to the mode of collection the ancient yearly valuation must be adhered to until population and wealth of the cultivators increased and until the people proved the real worth of the country, when leases or property in the soil may be established as the circumstances might demand.
- (7) Formerly during the Hindu period private right to ground seemed to have existed but, when the Muhammadans conquered and established themselves in these Circars, as far as south of Pulicat, all the land was claimed by Government and the people considered merely as slaves, which the zamindars did not set aside in any one instance.
- (8) Mode of payment in kind or cash. Payment in kind would certainly be most easy and advantageous to the inhabitants but care must be taken to see that no loss was caused during its conveyance to granaries and that there was no wastage while in store or decreased by measurements and the tricks of under-servants both at the time of delivery as well as issue.
- (9) Collection in money was certainly most convenient and least liable to abuse. But it was so difficult for the poor people to find money from the small amount of specie current in the Circars and it was beyond their power to borrow, owing to the high rate of interest they were compelled to pay.
- (10) The mode that ought to be adopted must be such as would give peace and prosperity to the people and increase the future wealth of the Circars; and not one calculated to secure the immediate advantage of Government and prevent fraud on the part of its servants.

Having regard to all these circumstances it was recommended that a medium course should be adopted, namely, the cultivator's first payments to be in kind, and when sufficient time had elapsed for sale of their grain the loss should be calculated in money.

Along with the Permanent Settlement Regulation XXV of 1802, the Karnam's Regulation XXIX of 1802 was passed on the same date, namely, 31st July 1802. The preamble to the said Regulation says that for various causes, which were not enumerated, farmers of revenue were in the habit of concealing the actual proceeds of their sale to prevent the Government from realizing its just and proper share of the same and to checkmate the vagaries of their agents they did not intend to employ the large number of officers for the purpose of detecting or preventing such fraudulent concealment and once they made up their minds to give protection to their under-farmers or zamindars and also to the tenants by fixing the permanent peshkash and permanent rent, they felt secure that they would not continue to be victims to the tricks of the servants of their collection agents. For that reason they abolished all the offices which had been continued from the Muhammadan rule and retained only the office of the karnam, in accordance with the recommendations made by the Circuit Committee and adopted in the Fifth Report.

Regulation XXIX of 1802 abolished all old offices except that of Karnam.

Old Revenue Officers.

Here, in this connection, we shall, by way of contrast and for information, take leave to describe some of the principal offices in the Muhammadan establishment, which were continued in service by the East India Company.

1. The most important of them was the officer who commanded the army under the title of Phousdar. He was really the Amaldar, and commonly known as the Nawab. Phousdar was first the King of Golconda and later the Subah of the Deccan's deputy. He derived many advantages from the appointment he had in his gift, as well as from command and payment of the military, generally numbering 7,000 to 10,000 men which emoluments, with annual Nazers from the zamindar, his deputies are computed to amount to about 4 or 5 lakhs per annum. He was allowed the Darbar in those instances when he did not receive the Circar 5,000 rupees a month but which in that case was discontinued as he then made deductions for support of the troops, etc., expenses yearly (60,000) rupees.

Phousdar.

Note.—The King of Golkonda was subdued and given the rank of Phousdar in the Emperor's army. But actually he was a ruler of this part of this country.

The other important officers were (1) *The Khazi*, who has to decide on points of faith and law, and regulate the mosques. He arranges the price of bazaar commodities, authenticates by his seal all public or private transactions, and determines the punishment or price of blood in cases of murder, upon all of which he had fees according to the importance of the case or the ability of the party. Had jaghirs worth 4,200 rupees, Maniams and customs on the bazaars of about 1,600 rupees worth.

The Khazi.

(2) *The Khanago*.—This man had the status and rank of an Ameer, was allowed 1 per cent on the jamabandi or rather on the Darbar receipts of the whole Chicacole Circar, which was then about 4 lakhs, also jaghirs and duties from the bazars of Chicacole, amounting to about 1,000 rupees yearly.

The Khanago.

(3) *The Mazumdar*.—He was the accountant of the Circar, liable to be displaced by the Nawab, though generally allowed to continue, it being found most convenient His assistance being necessary for the zamindars, with whose revenue and force he was well acquainted, they made him considerable presents, gave him jaghirs in their zamindaries, and he was allowed 1 per cent on the jamabandi of the havally only, about Rs. 2,000 yearly; he had also jaghir villages and duties on the bazaars of Rs. 6,500 more.

(4) *The Mazumdar Mutasaddies*.—They had villages and grants of ground besides duties from the salt farms, etc., and some bazaars amounting to Rs. 15,000 besides perquisites.

(5) *Adalat Daroga*.—This man was a judge in the Superior Court where the Nawab was supposed to preside. He was sometimes a relation, or servant of the Nawab to whom he made his report and paid the profits of his post, but more commonly a man of some education, who for a specific sum, rented of the Nawab the right of deciding causes, and receipt of the fees, etc.—a most pernicious practice. The Darbar made him no allowance not knowing such an officer. The fees were considerable and established at 25 per cent on the value of the property contested, besides Nazars from both and a present from the successful party according to his ability.

(6) *The cutwal* was in charge of the police of Chicacole, had the care and punishment of prisoners, was allowed Rs. 60 per month, and in jaghirs 250, and fees from the bazaar 200 more, beside perquisites.

(7) *The Despondee*.—This man was appointed by the Khanago and Muzumdar as head writer, collector and overseer of a purgana producing 2 lakhs of rupees. All accounts and revenues passing through his hands he is to authenticate and forward to the Muzumdar having immediate authority over the village karnams and the Naigue Wari, and though of no jurisdiction as a judge, empowered upon application from the Adalat Daroga, to punish any trifling crime or imprison any troublesome or guilty person. The Naigue Wari already in his command for revenue duties, affording the means of these latter executions without increase of the establishment or expense to Government. He was allowed 1 per cent commission on the collection of his purgana.

(8) *The Naigue Waree*.—Of about 25 peons at each kasba, their duty to bring in refractory inhabitants or criminals and to guard the cutcherry accounts and money. Their pay, Rs. 4 a man, and the Naigue Rs. 8 each per month.

(9) *The village karnams*.—Their duty is well-known. They are to keep the particulars of produce and the public accounts of the village, delivering a copy thereof to the despandi. To report the state of cultivation and population, etc., assigning reasons for any change. In regard the juncan and jackoiety or land customs karnams should make similar reports to the despandi, they also being under his orders. These people have lands instead of wages, and there are certain presents which they receive at seed time and harvest from their townfolk, which being matter of favour, it would be wrong to forbid. Their present income from their maniams and miras, I find to be about Rs. 60 a year each man, and that the villages upon an average produce Rs. 1,200 each, so that a purgana of 2 lakhs would contain about 160 villages.

(10) *The Head Naidoo*.—An inhabitant who might be allowed as at present to adjust disputes in the villages when the parties choose it, be instructed to afford assistance to the karnams and encouraged to think himself trusted by the Government. He should retain his maniyam. The karnam and Naidoo, to avoid needless expense, should collect Government's share or its payments from the different inhabitants and deliver the same at stated periods at the muzumdar's cutcherry.

(11) *The Barkee and Dandasee*.—Generally two in a village, the former are paraiyas, who measure and watch the grain, and the latter are usually of the Naigue caste, are watchers over the paddy heaps and the village, and accountable for things stolen. They have each an handful of paddy from every candy they measure, and batta when sent on business. The latter receive a light tax from every house of about half-rupee, and they have maniyams also. The allowances on this plan may at first appear too large, but will cease to be thought so, when it is considered that perquisites hitherto the only object of office and key to appointments are guarded against and forbidden, while the revenue would be increased to a respectable amount without injury to the inhabitants, and Government advantaged in every point of view. The servants also enjoy an honourable means of becoming independent, to the want of which must be attributed the irregularities that some of them suffering in this foreign climate have been driven into.

Abolition of offices.

All the above offices that continued under the rule of the East India Company until 1802, were recommended to be abolished except that of the karnam. Having done away with most of the offices described above, the Committee next recommended the establishment of courts and the adoption of laws. They were in doubt for some time as to whether they should adopt the laws, according to the Muhammadan Koran or the Hindu Code. Finally, the Committee's recommendations ran as follows. (It is an interesting study, and we therefore give it in extenso—in the language of the Committee itself.)

Recommendations of Circuit Committee.

The policy of the East India Company then was to use Muhammadans only as soldiers and not give them any opportunity to develop in any other direction. The Company thought that Hindus who had been subjugated long ago were more docile to deal with and as a result they encouraged the Hindus while they discouraged the Muslims. They made the following recommendation in regard to the establishment of laws and courts:—

"In establishing laws for the guidance of the courts and Adalut Duroghas, I recommend that they be selected from the Jentoo Code rather than from the Moham-madan Coran, excepting, however, the commutation of punishment by money which should be absolutely set aside and execution for crimes inflicted with a spirited severity. Neither ought Mohammadans to be trusted with the part of the Adalut, their bigoted and intemperate faith rendering them gross customers of the more tolerant Hindoos, while their habitual indolence, arrogance and luxurious dispositions render them altogether unfit for so difficult a station. Hence it is that impartial justice has been seldom known in Mussalman Audalats, and hence may be inferred the propriety of trying Hindoos, by their countrymen and of applying the laws already translated for European information to benefit the people for whom they were originally constructed. And I may confidently affirm there is no country in India so well prepared as these Circars for the reception of any change of system its Masters (for there the company really are so) may think proper to introduce not alone from the absence of those lazy, turbulent and factious drones, the Mussalmans, whom the oppressions of the zamindars and renters (favourable only in this instance), the want of moorish Cutcherry to subsist by and the encouragement given at Phazel Beg Cawn Durbar to Circar Mahommedans, have driven or drawn from the land.

"But because the more temperate and forbearing Hindoos who are remaining, having been long accustomed to subjection, are broken into obedience to the ruling power, while the sufferings under arbitrary and rapacious zamindars, governing according to the Mahommedan institutions must bias them in favour of any alteration that shall promise them relief and the enjoyment of their property. In pursuance of the idea that Mahommedans *should be discountenanced on all occasions or used only as soldiers*, and which strikes me as essential, I will beg leave to recommend that, as Sitaramarauze, in addition to the foregoing causes, has, during his renting the havelly by annexing the inam lands to the Government collections obliged numbers of them to emigrate with their families to Hyderabad and other Mahommedan Governments, that the Company should at least retain the inams of these absentees, who have departed from their protection preferring the enervating indolence and uncertain payment of Black Durbar to our military service at all times open to them, but which from its regularity and discipline does not accord with their vitiated habits. Being quit of such dangerous dependants, we ought not to entice them back again lest the force of example as they become independant should teach them to become indolent and licentious."

The above were briefly the recommendations made by the Circuit Committee to the Court of Directors who did not adopt all of them. On receipt of the report the Government made up its mind to follow the example of Bengal and introduce Permanent Settlement with the zamindars in the Madras Presidency also. It is necessary to know that the first order of the Government was on the report of the Board of Revenue. It is rather a very important link between the old and the new condition.

Fifth Report—Instructions to the Board to gather materials.

We have taken the following from the Appendix No. 18 of the Fifth Report. It contains instructions to the Board to prepare materials for forming a permanent settlement with the object of making zamindars proprietors of their respective estates or zamindari. The principles on which the permanent settlement should be formed were enunciated clearly. The meaning of the words "proprietors of the soil" which they

intended to apply as between the zamindars and tenants or the cultivators was also made clear. The object of the permanent settlement was explained in unequivocal terms to be their solicitude to protect the rights and interests of the cultivators. *The key note of the permanent settlement was declared to be the emancipation of the cultivators or inhabitants from the tyranny and the oppressions of the amils, farmers and other officers employed to collect public revenue.*

The basis of assessment of the permanent settlement and the principles to be applied to it were then formulated.

Extracts from appendix to Fifth Report of the Select Committee on the affairs of the East India Company.

Appendix No. 18—Paragraph 1.—The following is the copy of the orders of Government under date the 4th September last. To Petrie, Esq., President and Member of the Board of Revenue :

Gentlemen,

We have received your report on the proposed changes in the Revenue System on the coast, and shall hereafter furnish you with our orders thereon. In the meantime, we desire that you will prepare materials for forming a permanent settlement with the zamindars, whom it is our intention to constitute proprietors of their respective estates or zamindari^s on the best information which your records and the recent enquiries of your Collectors may afford.

You are already fully informed of the principles on which the permanent settlement has been established in Bengal; and we desire, generally, that you will conform to those principles, in all cases in which it may be practicable.

You will also prepare every necessary information respecting the rights of the talookdars, and under-tenants throughout the different districts; that in conferring the proprietary rights on the zamindars, we may not violate the ascertained rights of other individuals.

In the Havelly lands, in which the property in the soil is vested immediately in Government, you will prepare to form small subdivisions or estates of from 1 to 10,000 pagodas annual jamma; and you will apportion the allotment in such estates with a due computation of their actual assets; it being our intention, where it may be practicable to dispose of or otherwise transfer the proprietary right in all such lands to native landholders.

We are,

Gentlemen,

Your most obedient servants,

(Signed) MORNINGTON.

(„) CLIVE.

(„) GEO. HARRIS.

(„) W. PETRIE.

(„) E. W. HALLOFIELD.

FORT ST. GEORGE,

4th September 1799.

Paragraph 2.—In order that you may be able fully to comprehend the proposed new system, as resolved upon in the foregoing letter, we shall explain to you the principle of it; which, by pointing out to you the objects in view, will better enable you to furnish the requisite information in the first instance, and ultimately to carry into effect the wishes of Government.

Paragraph 3.—They may be reduced under the following general heads, viz., constituting the zamindars, proprietors of their respective zamindari^s. Concluding with them, a permanent settlement; their estates answerable by sale and transfer, for any deficiency in the due discharge of the public revenue. The right of talookdars, and of all other description of inhabitants, to be secured against any infringement by or in consequence of the confirmation of the zamindars or others in the proprietary right in the soil. Respecting the persons declining to hold their estates on the Jumma which shall be assessed thereon; and disqualified landholders.

Relating to the transfer of estates, in whole or in part, from proprietor to another, by public or private sale, or gift or otherwise, and the apportioning the fixed jumma on each division respectively regarding native revenue officers to keep the accounts of revenue, and furnish other information for the purpose of Government, the disposal of the present havelly lands, the proprietary right in which is now vested in the company.

Paragraph 4.—At present, the zamindars hold their zamindari by a tenure so precarious as scarcely to convey the least idea of property in the soil. It has been considered an hereditary possession, but the public assessment has been fluctuating and arbitrary and the whole zamindari liable to sequestration, in case of even a partial failure in the kists, at the pleasure of Government. Several instances have occurred of this alternative having been resorted to and the zamindars becoming pensioners; for it has rarely happened that they have been restored, owing to the accumulated arrears of public revenue remaining undischarged from the assets of the zamindari under management of the Collector. At this period several are in the predicament here described.

Paragraph 5.—This system having been found delusive to the Government and at the same time, incompatible with the general interests of the country, it has been resolved to adopt the reform introduced some years since into the Bengal Province, by constituting the several zamindars and landholders having individual claims to such distinction, actual proprietors of the soil or lands composing their estates, subject to such conditions as will be hereafter noted: and secured to them, under strict adherence to those conditions by regular established courts of justice, the principles of these will also be hereafter explained.

Paragraph 6.—When the possession of land no longer subjects the proprietor to the disgrace, he is at present liable to; and when the tenure is known to be secure, as long as the fixed public dues are regularly discharged; and that whilst they conform to the laws to be administered by the Courts, and there is no power in the country that can infringe their rights or property, or oppose them with impunity; there can be little doubt but land will be everywhere coveted and that a considerable portion of the wealth possessed by the inhabitants which now lies dead, or is employed in other channels, will be applied to the improvement of it.

Paragraph 7.—In order, however, more effectually to secure this great desideratum, by giving property its chief value, by the limitation of the public demand thereon, it has been further resolved to form a settlement with each estate on a principle of permanency, calculating the same upon equitable moderate terms, according to the resources of the district; combining its present state and probable improvement in the course of a short period under the system of property and security about to take place—the Jumma, or land tax which may be deemed adequate upon this principle, to be fixed in perpetuity and declared unalterable.

Paragraph 8.—The object of Government distinct from the consideration of the public revenue, is to ascertain and protect private rights; and the limitation of the public demand upon the lands is obviously the most important and valuable right that can be conferred on the body of the people, who are in any respect, concerned in the cultivation of the land. The measure is likewise connected with the emancipation of this class of people from those necessarily employed to collect the public dues; when they are liable to frequent and arbitrary variations, it involves the happiness of the cultivators of the soil, who cannot expect to experience moderation or encouragement from their landlords, whilst they themselves are exposed to indefinite demands. The prosperity of the commercial part of the people, equally depends upon the adoption of it; as trade and manufactures must flourish in proportion to the quantity of raw materials produced from the lands. It will render the situation of proprietor of land honourable instead of disreputable, and land will become the best, instead of the worst kind of property; and what is of equal importance, it will enable us to perpetuate to the people, a Government of law and security, in the room of one founded on temporary expedient, and which must be either beneficial or destructive, according to the character of the individual appointed to superintend it.

Paragraph 9.—We are aware that the landholders and cultivators on this coast, have not been accustomed to the more regular form of Government which has been gradually established in Bengal; but security of property, and the numerous advantages connected with it are benefits, although they may not be immediately able to comprehend the causes from which they are derived.

Paragraph 10.—We quote for your information, the following observations of the Honourable Court of Directors, on a permanent settlement applied to Bengal, viz., “We find it convincingly argued, that a permanent assessment, upon the scale of the present ability of the country, must contain in its nature, a productive principle; that the possession of property, and the sure enjoyment of the benefits derivable from it, will awaken and stimulate industry, promote agriculture, extend improvement, establish credit, and augment the general wealth and prosperity. Hence arises the best security, that no permanent diminution can be expected to take place, at least to any considerable amount. Occasional deficiencies may occur for a time, from the management of particular landholders; but it cannot be supposed that any of the lands will permanently be less productive, than at present; and as we have every reason to believe that the *jumma* now

formed, is moderate in its total amount and properly distributed, the lands themselves will, in most instances ultimately be a sufficient security for the proportion charged upon them, with respect to losses from drought, inundation and other casualties. These occur also in the present system, and usually fall upon the company themselves; but it will hereafter be different because the advantages of proprietary right and secured profits in the landholders, will on his part, afford means to support and excite exertions to repair them. The deficiencies of bad seasons, will on the whole, be more than counter-balanced, by the fruits of favourable years. There will thus be a gradual accumulation whilst the demands of Government continue the same; and in every step of this progressive work, property becomes of more value; the owner of more importance; and the system acquires additional strength. Such surely appears to be the tendency and just consequences of an equitable fixed assessment.

Paragraph 11.—With respect to the objections drawn from the disorder and confusion in the collections; the uncertainty of their amount; the variable indefinite rules by which they are levied; the exactions and collusions thence too prevalent; the intricacies in the details of the revenue business; and the ignorance and incapacity of the zamindars. Lord Cornwallis charges these evils so far as they exist (and we think with great justice) upon the old system, as a system defective in its principle, and carrying, through all the gradations of the people, with multiplied ill-effects, that character of uncertain arbitrary imposition which originated at the head. He therefore, very properly contends, that reform must begin there; and that in order to simplify and regulate the demands of the landholders upon their tenants, the first step, is to fix the demand of government itself.

Paragraph 12.—Having thus explained our opinions on the several points which have arisen, we conclude by stating to you, that important and arduous as we consider the measure of a perpetual settlement, and irreversible as it is in its nature, we think ourselves bound, from considerations of duty to all the interests which it concerns, to proceed to it. No conviction is stronger upon our minds, than that instability in the mode of administering our revenues, has had the most prejudicial effects upon the welfare of the provinces, upon our affairs, and the character of our government; and of all the generated evils of unsettled principles of administration, none has been more than frequent variation in the assessment. It has reduced everything to temporary expedient, and destroyed enlarged views of improvement. Impolitic as such a principle must be at all times it is peculiarly so, with respect to a dependant country paying a large annual tribute, and deprived of many of its ancient supports; such a country, requires especially the aid of a productive principle of management; and it is with solid satisfaction that we look to the great resources which it yet has, in its uncultivated, though excellent lands; but these lands, must be opened; and what have all the attempts of nearly thirty years to this end produced? What are we to expect from still leaving room for the principle of fluctuation, which has prevailed during that period, though we may profess to place succeeding changes at a remoter distance? Long leases, with a view to the equal establishment of a permanent system though recommended upon the ground of safety, we must think, would still continue, in a certain degree the evils of the former practice. Periodical corrections in the assessments, would be, in effect, of the nature of a general increase, and tend to destroy the hope of a permanent system, with the confidence and exertion it is calculated to inspire. Had such a system been adopted twenty years ago, and fairly followed it is not to be doubted that the produce, manufactures and commerce of the country, would at this time, have been in more flourishing state than they are; and the people sensible of a new order of things, of privileges and prosperity unenjoyed before, would have risen in their character, and felt real attachment to the government from which those blessings are derived.

Paragraph 13.—The assessment on the zamindaries is to be fixed exclusive and independent of all duties, taxes, and other collections known under the general denominations of sayar, which includes that of the abkary, or tax on the sale of intoxicating liquors and drugs.

Paragraph 14.—This assumption of the sayar, is however not meant to include the rent derivable by the proprietor for orchards, pasture-ground, and fisheries or for warehouses, shops, or other buildings the same being for the use of the ground, or, in other words ground rent; though these have been sometimes classed under the general denomination of the sayar, such rents being properly the private right of the proprietors and in no respect, a tax or duty on commodities the exclusive right of government.

Paragraph 15.—It is also to be fixed exclusive of the salt revenue and independent of all existing alienated land whether exempt from the payment of public revenue, with or without due authority (the village mauniams, or lands held by public and private servants in lieu of wages, excepted); the whole of which, are to be considered annexed to the Circar lands, and declared responsible for the public revenue assessed on the zamindary.

Paragraph 16.—All allowances of Causees and government revenue officers (karnams excepted) hereafter paid by landholders, as well as any public pensions hitherto paid through the landholders, are to be added to the amount of jumma, and to be provided for by government under prescribed Regulations.

Paragraph 17.—With respect to the amount of the permanent settlement to be secured on these principles with the zamindars, you will observe that government have desired us to prepare materials for that purpose, on the best information which our records and the recent enquiries of our collectors, may afford. In reference to the former, it has been resolved to adopt the statements of the Committee of Circuit, as the general standard; that is, after deducting the amount of the revenue derived from sayer or internal duties, and salt included therein which, as already noticed, are to be resumed entirely into the hands of government, the latter, to be placed under the management of the collector, and the former, to be at their pleasure, collected, suspended or abolished; taking two-thirds of the remaining gross collections upon a general calculation, as the average estimate of the fixed land-tax. We do not mean by this, to lay it down as a fixed principle, that each zamindari shall be assessed according to this ratio, from the accounts of the Committee of Circuit, as in that case, we might proceed to form the settlement, without further delay, but it is expected that the amount of the permanent settlement will not fall short in the gross of the aggregate two-thirds of the Committee's statements, after the deduction of the sayer and salt as above mentioned.

Paragraph 28.—There may be instances of a zamindari having so little recovered from the effects of the famine, and subsequent mismanagement as to be unequal at first to bear the full amount of the proposed assessment. In such case, it is our wish to be fully informed on the subject; promising, however, that nothing but the most satisfactory documents will be admitted, as the grounds for any temporary abatement on this account: but should such documents be laid before us, we shall consider within what time, under the new system, it may be reasonably expected the districts will arrive at a state of improvement competent to bear the full assessment, and in the interim require a *russud*, or gradual rise, until it reaches the full assessment; the several progressive demands to be specified in the sannads conferring the proprietary right in the soil, together with the dates so that the proprietor may be equally at a certainty as to the extent of the public demand to be ultimately made upon him, as if a permanent settlement was to be concluded at once for a specific sum. In all such cases, we shall expect the opinion of the Collector, which it will be of the most material consequence to himself as well as to the public, not to offer on light grounds but on the most diligent enquiry and personal investigation, explaining from what sources his information is derived.

Paragraph 29.—Having constituted the zamindars proprietors of their estates, their land becomes the security to government for the due realization of the public jumma assessed thereon: instead, therefore, of the practice which has hitherto obtained, of dispossessing the zamindar of his whole zamindari, and putting it under the management of the Collector, in the event of any material failure in the public payments, such portion thereof as may be adequate to produce at the public sale, a sum equal to the deficiency, will be separated from the estates of the defaulting proprietor, a proportionate quota of his fixed jumma to be attached thereto, and of after due public notice (as well to give the said proprietor a reasonable time to avert the loss of his property by the liquidation of the arrears as to do him justice, should he persisted in withholding it, by affording an opportunity of selling the lands to the best advantage), it will be put up at public auction, and sold to the highest bidder, who with the land will purchase the right of property in the soil, and from thenceforward be considered the legal zamindar or proprietor paying the government the quota of the public land-tax transferred therewith, while the defaulting proprietor will cease from that date, to have any right or title thereto. Specific regulations will be laid down for the guidance of the public officers in all such cases, and if the zamindar or other landholder thinks himself, in any respect aggrieved, the courts will be at all times open, to grant him redress. As the lands improve under the new system arrears will be less frequent; at the same time, the tenure under which it is proposed the proprietors shall hold their property, will render it daily a better security for the discharge of any balance. The industrious landholder, sensible of the advantages placed within his power by the improvement of his estate to whatever extent beyond his fixed permanent jumma, being effectively secured him, will never expose himself to the above consequence, while the more dissipated and careless will feel the effects of their folly, and prove a useful example to others, at the same time, that their lands being transferred to more thrifty proprietors, the prosperity of the country will increase in proportion.

Conclusion.

On a review of all the authorities quoted above and the oral and documentary evidence recorded, and the case law quoted in Chapter X, we are of opinion that the landholder is only an agent of the Government to collect rents for them as laid down in section 4 of the Estates Land Act. He is not entitled even to the possession of ryoti and, as laid down by the Privy Council in I.L.R. 45 Madras, 586.

CHAPTER II

CULTIVATOR, TENURE—RENT FIXED IN PERPETUITY.

Status of the
cultivator.

Having dealt with the status of the zamindars, their rights to soil, their management or mismanagement whatever it might be, and also the recommendations of the Circuit Committee on the future reforms, we shall now turn to the status of the cultivator. If we note the history of the cultivator or the 'inhabitant' (as he has been generally described in all old documents from the very outset) and his interest in the land, it will be easy to understand whether he is in the position of a tenant who has derived his title from the landlord as in England or whether he has been the owner himself with the obligation undertaken by him to pay a portion of his income to the chief or the king who was to give him protection. During the time of the Hindu kings, Muhammadan rulers and early period of the English rule, the ancient village system and the village revenue system prevailed throughout.

Ancient
village
system
during the
Hindu
period.

The Hindu king did not deal with the individuals but only with the community as a whole. Each individual was responsible for his share to the community and the community made itself responsible for the king's share of the produce. There was a Village Assembly which was a powerful body exercising its authority over the whole village and its property. This Assembly dealt with the sales and exchanges of land, executed deeds in the name of the villagers and acted as arbitrator (who was usually the karnam, or any one on his behalf). It was this Assembly that set itself as trustee for monies of the religious endowments and carried on the administration of charities. From these funds money was borrowed by the members of the community and from the interest which accrued due the religious endowments were maintained. The Assembly granted lands sometimes even free of the tax payable to it, without prejudice to the revenue payable to the king. This position is testified by S.I. Inscriptions 111, 2 (1) (172). (See Sundararaja Ayyangar's Land Tenures.)

Sir Henry Maine and Mr. M. Lee Vinky, who had investigated this matter, supported the view that India consisted of groups of village communities which were described as small republican units, independent but self-contained.

The Royal Commission upon Decentralization in India, has remarked as follows in their Report on Village Organization :—

Observations
of the Royal
Commission
on Decent-
realization.

"Throughout the greater part in India the village constitutes the primary territorial unit of Government organization, and from the villages are built up the larger administrative entities—tahsils, subdivisions and districts.

"The typical Indian village has its central residential site, with an open space for a pond and a cattle stand. Stretching around this nucleus lie the village lands, consisting of a cultivated area and (very often) grounds for grazing and wood-cutting . . . The inhabitants of such a village pass their life in the midst of these simple surroundings, welded together in a little community with its own organization and Government, which differ in character in the various types of villages, its body of detailed customary rules, and its little staff of functionaries, artisans and traders. (Volume I, page 236, paragraph 694.)

"The Indian villages formerly possessed a large degree of local autonomy, since the native dynasties and their local representatives did not, as a rule, concern themselves with the individual cultivators, but regarded the village as a whole. or some large landholder, as responsible for the payment of the Government revenues, and the maintenance of local order. This autonomy has now disappeared owing to the establishment of local, civil and criminal courts, the present revenue and police organization, the increase of communications, the growth of individualism, and the operation of the individual RAIYATWARI system which is extending even in the north of India. Nevertheless, the village remains the first unit of administration; the principal village functionaries—the headman, the accountant, and the village watchman—are largely utilized and paid by the Government, and there is still a certain amount of common village feeling and interests." (Volume I, page 237, paragraph 696.)

Dr. Pollen who was the Secretary of the East India Association and served and retired after long service in India, wrote on May 28, 1923 as follows:—

“Conveying his message to a meeting held at Caxton Hall, Westminster, in which a paper was read by Sir Patric J. Fagan, K.C.I.E., C.S.I., on ‘Indian Land Revenue’ (Sir William H. Vincent, K.C.S.I., was in the chair) the Right Hon’ble Lord Pentland, G.S.I., G.C.I.E., Ex-Governor of Madras, was the organizer of the meeting.”

Dr. Pollen wrote:—

“In India the tenure of land was originally a simple tribal one. The patch was cleared by the individual family, and the tribal chief or herdman, or godhead (if any), was given a share of the produce (if produce arose). Landlordism in those days there was none! All land belonged to the tribe and was the common property of all; and the common sense of the East and of India early invented a simple quit-rent, or crop-share, to be paid by the successful cultivator.”

Observations
of Dr. Pol-
len.

“It is a common mistake to confuse the Indian Land Revenue demand with the tax arbitrarily imposed here in England under our landlord-and-lawyer-made-law. The Indian Land Revenue demand is not the queer thing called in the West ‘rent,’ the original cause of all the murder and agrarian outrage in Ireland!”

According to the Fifth Report “the village communities continued in exactly the same condition as they had been from time immemorial. Each village constituted in itself a perfect whole. Unheeding the changes which may have taken place in the Government above them, the cultivators of the ground quietly continued their daily avocations. They yoked their bullocks to the plough, and followed them in their uneven course. They drew the scanty supply of water from the neighbouring stream or tank, and wrangled over the precious liquid. They cast their seed in the saturated soil, and transplanted the tender sprouts of the growing paddy. They gathered in the harvest, and tended their bullocks as they trod out the grain. The simple household routine went on as quietly and swiftly then as now . . .”

Fifth
Report.

“The rent was paid by the heads of the village in money or in kind and the villagers were seldom troubled in the smooth course of their existence except when the zamindar’s peons might make their appearance to demand more money on the occasion of some petty warfare or some extraordinarily magnificent ceremonial in their master’s household.”

Sir Thomas Munroe on right to the soil.

According to Sir Thomas Munroe the Indian ryots is not in the position of the English tenant or English landlord. That was so because the rights of ryots came into existence mostly, not under any letting by the Government of the day or its assignees the zamindars, etc., but independently of them. (Selections from the minutes of Sir Thomas Munroe, Volume I, page 234 and also page 253.)

Sir Thomas
Munroe.

“A ryot divided with the Government all the rights of the land. Whatever is not reserved by the Government belongs to him. He is not a tenant at will or for a term of years. He is not removable because another offers more” (see Arbuthnot’s selections from the minutes of Sir Thomas Munroe, Volume I, pages 234 and 250). This contention was accepted by the Government in 1908 and Mr. Forbes declared in the Council: ‘The truth is that there is no such thing known to the common law of India as the growth of occupancy right by mere effluxion of time.’” (As was the case in the west.)

Board of Revenue on right to the soil.

The Board of Revenue in its proceedings, dated 5th January 1890, Fort St. George, Madras, laid down:—

Board of
Revenue.

The universal distinguishing character as well as the chief privilege of this class of people is their exclusive right to the hereditary possession of the usufruct of the soil, so long as they render a certain portion of the produce of the land in kind or money as public revenue, and whether rendered in service, in money or in kind and whether paid to rajas, jagirdars, zamindars, poligars, mittadars, shrotriyamdars, inamdars or Government officers such as tahsildars, amildars or tanadars. The payments which have always been made by the ryots are universally termed and considered “THE DUES OF THE GOVERNMENT.”

The significant words are "whether rendered in service, in money or in kind, and whether paid to rajahs, jagirdars, zamindars, poligars, etc. . . . the payment made by the ryot were universally termed and considered the dues of the Government." This is a correct description of the status of the cultivator and his right to the soil and the meaning of the amount fixed for his services.

This statement is consistent with the rule laid down by Manu and other Hindu writers who declared 'Private land on occupation to that owner.' In other words, he who occupies land and cultivates it, becomes the owner of it as his own private property.

Paley's definition of ownership to the soil.

Paley. Paley, in his philosophy, defines property in land to be a power to use it and to exclude others from it. This view is quoted in the Fifth Report, an extract of which is quoted in another place on this very subject.

Ryotwari ryot and zamindari ryot. Thus according to all the authorities, Indian as well as foreign, right to the soil was generally acquired by cultivators entering upon land, improving it and making it productive. They became in this manner the owners of the property. They exercised all the rights of free-holders. So long as the village system continued, the land revenue was paid to the king, Hindu or Muhammadan, by the village community as a whole until it was broken up by the introduction of the ryotwari system. Even after the introduction of the ryotwari system the ownership which was once common to the whole village, was split up so as to vest the ownership of the soil in each individual ryot, who made himself liable to pay his share of land revenue to Government in all the ryotwari lands. The ryot of the ryotwari land today is a free-holder, his only liability being the payment of the revenue to the Ruler. The ryot in the zamindari area also is in the same position. The absolute freehold right of the ryot in the Government lands is recognized by the Government today, but owing to circumstances beyond the control of the ryot, and notwithstanding the definition given by the Board of Revenue in 1880, the ryot in a zamindari estate is treated on a different footing and what he has been paying as land revenue—at least a part if not the whole—is treated as rent in place of land revenue. That is how the mistake started in the Regulations XXV and XXX of 1802, at the time of the permanent settlement. The zamindari ryot was not a ryot who should be treated as one paying rent to the zamindar, but he should have been treated as one who was paying two-thirds of half to Government and one-third to the zamindar, towards land revenue, the latter having been assigned to the zamindar in consideration of his collection work.

From the above it is clear that when the ryotwari system was introduced in the Government areas, and the Permanent Settlement was introduced in the zamindari areas almost simultaneously, the Government had no idea of converting the cultivator into a tenant, in the English sense, reserving any right to themselves or to the zamindar to turn him out at the end of a fixed term, or whenever it pleased them.

Object of Permanent Settlement.

Object of the Permanent Settlement. By introducing the permanent settlement in the zamindaries and fixing the land revenue in perpetuity the East India Company adopted a scheme of redemption of land tax based on the permanent assessment of the tax and thus wanted to relieve the ryot from all the sufferings he had undergone until that date in the same manner in which during that period a similar scheme of redemption of land tax was adopted on a permanent basis in England in 1798, that is, four years before the Permanent Settlement Regulation and the Patta Regulation of 1802. Land tax in England was fixed in perpetuity on the separate parishes. The same thing was adopted in the Patta Regulation and was intended in the ryotwari system also. The Government abandoned that scheme when it introduced re-settlement in or about 1860 by which, periodical revision of land tax was contemplated (wrongly) in Government land. About the same time the law embodied in the Patta Regulation XXX of 1802 was repealed and section 11 and some other provisions were introduced in the new Rent Recovery Act (VIII of 1865), which opened up to the zamindars the door for putting forth claims to enhance the rates of rent.

This matter will be considered separately when we come to the Rent Recovery Act of 1865. This much is enough in this connexion to show an almost simultaneous change in the psychology of the Government both with regard to the ryotwari and in the zamindari areas. From 1802 until 1865 the rights of the tenant to the soil of the land and also to maintain rate of rent fixed in perpetuity was governed by Regulation XXX of 1802. It is only after this stage that the real trouble of the cultivators started.

on a large scale. The efforts made before 1865 by the zamindars to interfere with the rights of the ryots were controlled and suppressed in time, because the law laid down in Regulation XXX of 1802 remained in operation until it was repealed.

The above gives a true picture of the village system and the ownership of the soil and the benefits arising from the administration by the village republican units of that period. It is clear that the village system and the village land revenue system were the solid foundations of the Government, Hindu as well as Muhammadan. If only they had been kept intact, and the present superstructure had been built by the British Government on them during the last 150 years, it would have been on solid foundation without the top-heavy expenditure of the present day. When once they started breaking up of the village system and the unity of the inhabitants and lay new foundations on the ryotwari individual system on one side and the zamindari system under the permanent settlement on the other, the process of disintegration commenced at once.

Breaking up of the old village system was the cause of all later trouble.

During the Muhammadan period the whole of the village made itself liable for the entire revenue and the same was continued in the early part of the British rule. After some time the British administrators introduced village settlement and in giving effect to this, land revenue was fixed on the village as a whole. As between themselves each villager was liable for his share of the demand on the village community, but the British revenue official did not recognize this new individual responsibility. This continued even after the appointment of Collectors for district administration, until the ryotwari system came in.

Having thus examined and ascertained the cultivator's status and his right to the soil and the zamindar's right to collect the revenue and examined the conditions that led to the introduction of the Permanent Settlement and Patta Regulations of 1802, we shall proceed

of the rest; the labours of all yield the rent; they enjoy the profit proportionate to their original interest, and the loss falls light. It consists exactly of the principles upon which the advantages are divided by a division of labour; one man goes to market, whilst the rest attend to the cultivation and harvest. Each has his particular occupation assigned to him, and insensibly labours for all; but if each had these several duties to attend to, it is obvious that all the inhabitants must be absent together at those times that are most critical, both to them and to the state; and that many must want those abilities necessary to the performance of the various employments that would arise." (Fifth Report, Volume II, paragraph 349.)

Joint village system and corporate life and danger of breaking it.

"If a measure of lands should be made, with a view to assign to each proprietor what belonged to him, and confine him to the cultivation of that spot only, it would interfere with another practice, which very frequently prevails, and which I do not know can be surmounted, of each changing his lands every year. It is found in some of the richest villages, and intended, I imagine, to obviate that inequality to which a fixed distribution would be liable. (Fifth Report, Volume II, paragraph 358.)

Danger of breaking up the old village units and corporate life.

"On the whole, I cannot but consider that any reform tending to do away the union or, if I may be allowed the expression, the unity of the inhabitants, and to fix each exclusively to his property, *will be attended with danger*. Every man's right and place is well-known among themselves; and the customs to which they are attached, as I have before said, are necessary to their contentment and confidence. If it should be observed that they give way to intemperance and abuse, I answer, that the superintending authority placed over the inhabitants whilst it assures every man of redress of his wrongs, encourages him to know his rights; if he complains, enquiry is instituted; and if he does not, it is fair to conclude he is contented and he receives justice among his associates; for it is hardly possible to conceive a man, to whom property decends, labouring under such a degree of ignorance or so destitute of friends and relatives, that he can be egregiously imposed upon, since neither an idiot nor a lunatic can inherit landed property; still less if he succeeds to it by purchase, which argues sufficient natural understanding to know if he receives his just dues." (Fifth Report, Volume II, paragraph 351.)

In spite of the warning given to the East India Company and its official superiors just before the inauguration of the Reforms of 1802, the Company was advised by the authorities in England to introduce the two measures which were calculated to destroy the old village solidarity and the spirit of co-operation and consolidation:—

- (1) the first was the permanent settlement, and
- (2) the ryotwari system, accompanied by periodical resettlements.

It was shown in the preceding paragraphs how the Circuit Committee, for the reasons stated there, advised the abolition of the zamindari system itself, if not immediately, at a later stage when tranquillity was restored, for the simple reason that in the circars alone the East India Company would be able to earn over a crore of rupees by splitting up the land on a ryotwari basis, and levying a land revenue assessment on the same. The Company would certainly have given effect to the suggestion of abolition, if they had had enough strength, courage and information. They were still much afraid of the zamindars, their influence and riches and particularly their hold on the revenue collection. Even after they had subjugated the zamindars and Muslim rulers, and established their rule, they had continuous troubles as stated in the foregoing paragraphs at the hands of the zamindars in matter of the collection of their revenue. They, therefore, thought it prudent to introduce permanent settlement and make friends with them so that they would be helpful to them, to supply men and money in times of trouble. The Permanent Settlement Regulation was not enacted out of love and sympathy towards the zamindars. Peace with the zamindars for the company was a matter of necessity and expediency. On the other hand, desire to give protection to the cultivators who had been oppressed for a long time and safeguard their ancient rights to the soil and fix land revenue unalterably, was perfectly genuine. The language used in the Permanent Settlement Regulation, Patta Regulation and Karnams' Regulation furnishes ample proof of this idea.

Permanent Settlement was not enacted out of love and sympathy towards zamindars: but was due to necessity and expediency.

Abolition of old indefinite mode.

The preamble of the Patta Regulation reads thus:

"It being advisable that the *existing indefinite mode of dividing the produce of the earth and of accounting for the customary ready money revenue should be abolished*, to the end that the under-collectors and the under-tenants of the land may have the benefit of land protection by *determined agreements* in their dealings with the superior landholders and farmers of the land and it being necessary to

Permanent Settlement was intended to safeguard the ancient right of the cultivators.

the tenants that *the terms of such agreements should be made specific* to the end that the cultivators and under-tenants being sensible of the advantage of such security may have recourse to them for the provision of disputes; wherefore the following rules have been enacted for the execution of pattas between the proprietors and zamindars of land or amanies and under-tenants, under-farmers or ryots."

We shall first deal with the preamble and provisions of the Patta Regulation so that the present Legislatures and the people and their Government as it is constituted to-day may understand the mind of the Government of 1802 that enacted so many of these Regulations on the same date and particularly the Patta Regulation.

The first thing done under the Patta Regulation was the abolition of 'the existing indefinite mode of dividing the produce of the earth and of accounting for the customary ready money and revenue.'

Substituted fixed tenure and fixed rent.

Then a 'determined agreement' the terms of which were made 'specific,' was framed to take its place. In other words—the indefinite division of the produce and the accounting of ready money for revenue, according to varying prices should not be insisted upon any longer by the Government or the zamindar. They must be prepared to take the share and the amount that would be made specific once for all, under the 'determined agreement.'

What is the determined agreement?

It must be, first, settled what share of the gross produce must be set apart for revenue, and how much of it should go to the Government and how much to the zamindar as consideration for his services—on the land that was actually under cultivation on the date of the Permanent Settlement in 1802. At that time the revenue was payable only in kind and not in cash—cash being a rare commodity. The process of dividing the produce and also accounting for the customary ready money year after year having been abolished, there was only one thing left open—viz., to fix the revenue permanently. Unless and until this is done the peshkash payable by the zamindar to the Government could not be fixed permanently.

For whose benefit was all this intended to be done under this Patta Regulation? The preamble laid down in unequivocal terms that was for the 'security and comfort of the cultivators and under-tenants,' that the land revenue was fixed permanently. How was it fixed permanently?

The share of the produce payable to the Government, half or one-third or whatever it was then prevailing in each estate was first ascertained. Then it was valued according to prices that prevailed in the year preceding the permanent settlement. Half or one-third of the total value was fixed as the revenue or tax payable by the cultivators to the Government. This half was made the permanent land tax or revenue payable by the cultivators in perpetuity. It is not open to the Government or zamindar or cultivator to contend thereafter that the amount of land revenue payable by the cultivators should be increased or decreased by either party. Having thus fixed the land revenue payable by the cultivator to the Government or their agent, provision was made in the Regulation, how to settle it in case of dispute?

Sections 7 and 9 and Section 11.

Section 7 lays down :—

"Proprietors or farmers of land shall not levy any new assessment or tax on the ryots, under any name, or under any pretence, *exactions other than those consolidated in the patta or to otherwise authorized by the Government*, shall, upon proof, subject the proprietor or farmer to a penalty equal to three times the amount of each exaction."

Section 9 of the Patta Regulation runs as follows :—

"Where disputes may arise respecting rates of assessment in money or division in kind, the rates shall be determined according to the rates prevailing in the cultivated lands in the year preceding the assessment of the permanent jumma on such lands; or where those may not be ascertainable, according to the rates *established* for lands of the same description and quality as those respecting which the dispute may arise."

Section 8 laid down a very significant provision that if the proprietors or farmers of land should refuse or delay to execute pattas, such proprietors or farmers of land should, after the expiration of six months, *be liable to prosecution* in the court, and should, on proof of such refusal or delay, *be also liable to pay such damages* as the court should adjudge to be equal to the trouble and expenses incurred by the under-farmers or cultivators in consequence of such refusal or delay.

Patta Regulation abolished the old indefinite mode of division of produce.

Important sections of the Patta Regulation.

Section 11 laid down :—

“ Discharges of rent in money or in kind received by proprietors or farmers of land, over and above the amount or quantity which may have been specified in the muchilika of the persons paying the same, shall be considered to have been extorted ; and discharges so taken by extortion shall be repaid, together with a penalty of double the amount of the value with costs.”

Section 14 added :—

“ That the tenants were entitled to obtain receipts from the proprietors of all the payments made by them in money or in kind. The penalty provided for refusal to give receipts was, damages to the amount equal to double the sum paid with costs of suits.”

The sections quoted above are plain and simple in themselves. Still it is necessary that we should examine them with a view to ascertain the reason for the enactment of each section and also know the object of such legislation.

Section 9.—The reason for enacting this rule is this—that when once the land revenue payable by the cultivator was permanently fixed, the zamindar or the renter should not be allowed to vary his share of the land revenue fixed at the time of the Permanent Settlement so as to enhance the same for any reason or under any pretext. It was anticipated that the zamindars and their renters might be up to do so many things as against the innocent cultivators, to circumvent the law made in favour of the cultivator. One of the common methods employed in the early days of the Permanent Settlement was to introduce some clauses in the patta so as to enhance the land revenue that had been fixed in perpetuity. It was to enable the cultivators to contend then in courts, that notwithstanding such a clause inserted in the patta, he was liable to pay nothing more than the amount fixed at the Permanent Settlement in perpetuity. It was open to him to contend that as long as the peshkash was unalterable, the balance of the revenue to be collected by the zamindar was also unalterable. In such cases of dispute, rule 9, authorized the court to fix the rate equal to the one that prevailed in the year preceding the Permanent Settlement because the Permanent Settlement itself was based on the preceding year's rate. This was the best method devised by the then Government to make up the Permanent Settlement rates fixed under the 'determined agreement' inviolable.

The zamindar or the renter was not allowed to vary his share of the land revenue because the whole of land revenue payable by the cultivators was once for all permanently fixed.

The words 'according to the rates established for the lands of the same description and quality as those respecting which the disputes may arise' mean the rates of the neighbouring lands in the year preceding the Permanent Settlement. It is important to note the meaning of the words 'rates established' in this connexion because the same words, perhaps in an inverted form 'established rates' have been used from time to time in the decisions of the judges, in the Rent Recovery Act of 1865, in the Estate Land Act of 1908, and also in the statements of Members of the Government. Wherever they were used and in whatever form they appeared, they conveyed only one meaning, viz., the rates established in the year preceding the Permanent Settlement, because they were considered to be just and proper and declared to be a standard measure of estimate on all the lands that were then under cultivation yielding or capable of yielding produce then and also on all waste lands including forests that might be brought under cultivation after the date of Permanent Settlement.

"Established rates" means rates established in the year preceding the Permanent Settlement.

Section 7 is a very important one. It refers to "exactions other than those referred to in the patta or otherwise authorized by the Government."

Many people do not understand the significance of 'patta' or the rule relating to the exchange of pattas and muchilikas. They correspond to the Sanads and Kabuliyyats exchanged between the Government and the zamindars. They were embodiments of title. All that was fixed permanently at the time of the Permanent Settlement was entered in those documents. If it was peshkash it was entered in the sanad; if it was rate of rent it was entered in the patta. The patta issued at the time of the Permanent Settlement to the cultivator fixing the rate of rent on the land then under his cultivation is as valuable to the cultivator as the sanad is to the zamindar. If he preserved the first patta carefully and produced it in the following years whenever false claims were advanced by the zamindars on their farmers the rate fixed in the same will have to be taken as the permanent and unalterable one as contemplated by sections 9 and 7.

Sanads and pattas are both documents of title: peshkash in one case and rent in the other were entered as things permanently fixed.

The patta referred to in section 7 is the patta which should be renewed year after year with the same rate that was fixed in perpetuity at the Permanent Settlement and entered in the first patta. The patta is the document given to the cultivator in possession of the soil owning the same subject to the obligation of paying a fixed and unenhanceable amount as revenue to the ruler or his agent. It is not a lease-deed under which the tenant derives his title to hold and enjoy the land during the term fixed therein, as in England and surrender possession at the end of the term. The cultivator does not derive any title or right under the patta. The exchange of patta and muchilikas between the zamindar and the ryot has always been made compulsory during the 150 years or more. The patta is intended to be an annual one with the same rate of the Permanent

Patta referred to in section 7 is not like a lease-deed: it was to be renewed year after year with the same rate of rent as fixed at the time of Permanent Settlement.

Settlement imposed on the land that was then under cultivation added with any other increased rent consequent on more land being brought under cultivation after the Permanent Settlement.

The first patta would have been as much permanent document as the sanad but for the right given to the zamindar to claim a share of the produce of the waste brought under cultivation subsequent to 1802.

But for the right given to the zamindar under Regulation XXX to claim a share of the produce in the waste land brought under cultivation after the Permanent Settlement, the first patta given to the cultivator given at the time of the Permanent Settlement would have been a permanent document like the sanad so far as it related to the lands then under cultivation, without undergoing any alteration.

If Regulation XXX had provided one permanent patta for all the land under cultivation at the time of the Permanent Settlement and another for the land that was brought under cultivation after that date, perhaps much of the trouble would have been minimized. But it was not so easy to divide the two interests of the cultivator because it would have given a greater handle to the zamindar to set up absolute ownership of the soil to all the waste land and demand whatever rent he liked and eject whenever he pleased. That would have created an uproar amongst the cultivators that their land and rights thereto had been confiscated by the Government and given to the zamindar. The Government never intended to help the zamindar unduly against the cultivator.

While transferring absolutely their share of revenue in the produce of such waste land they took care to make provision for upholding the occupancy rights of the ryots and also their right to enforce the Permanent Settlement rates on such waste lands.

Pattas and muchilikas—Exchange—Penalties for non-exchange.

Section 11 made the zamindar liable to criminal prosecution for failure to give a patta to the ryot.

The exchange of pattas and muchilikas was made compulsory in law and the penalties provided for non-compliance of the same were made intentionally so drastic. It is provided in section 11 of Regulation XXX that the zamindar could be prosecuted after six months. This makes it clear that the relationship between the cultivator and zamindar was not one of landlord and tenant, but one of melvaramdar and kudivaramdar. It is proof positive that the zamindar's claim to the right to the soil and his carving out of it a tenant's interest in favour of the cultivator as claimed by the Landholders' Association, was not recognized by the Government because no owner of the soil could have been prosecuted for the mere omission to give a patta to his tenant. The omission to give patta was considered as a piece of evidence of denial of the title of the cultivator to the soil and his right to receive it and therefore made a criminal offence. He was further made liable to pay all the damages sustained by the cultivator.

Under section 7, the penalty for levying any new assessment or tax on the ryots was three times the amount exacted. If any amount in excess of the rent fixed in the muchilika was received it was made an offence of extortion under section 11 and the penalty for it was double the amount of value and costs.

Failure to give receipt for the amounts received from the cultivators was to meet with a penalty of damages of double the amount of value with costs.

Such, in brief, were the rights and obligations created in favour of the cultivator as well as the zamindar on the question of the rates of rent and also the right to the soil. This Regulation was in force until 1865 and the rates of rent fixed at the time of the Permanent Settlement on the cultivated land remained unaltered along with the peshkash until then. We have to examine the provisions of the Rent Recovery Act and the Estates Land Act to see whether any change was effected in the position of the cultivator and zamindar under them.

Before doing so we have to consider the provisions of the Permanent Settlement Regulation XXV of 1802 under which the zamindar claims right to the soil and also the right to enhance rents, and the Karnams' Regulation and other Regulations passed on the same date or some time later to explain the meaning of the main Regulations.

Conclusion.

The first effect of the Patta Regulation was that the indefinite mode of dividing the produce of the land then prevailing, and of accounting for the customary ready money revenue was abolished and in its place fixed tenure and fixed rent was settled permanently, so that they could not be altered for any reason by any one. The patta granted to the cultivator by the landholder is a title-deed, like the Sanad granted to the landholder by the Government. Just as the peshkash mentioned in the Sanad is fixed permanently so also the rate of rent defined in the patta is fixed for ever unalterably. So long as the peshkash fixed at Permanent Settlement remains unalterable, the rate of rent defined in the patta also remains the same. The effect of the exchange of pattas and muchilikas between the landholder and the cultivator is the same as that of the Sannadi-Milikiyat-Istimrar and the Kabuliyaats is between the Government and the landholder. The rate of rent both on the cultivated and the uncultivated area at the time of the Permanent Settlement was fixed for ever.

These are the rules laid down in the Patta Regulation XXX of 1802.

CHAPTER IV

PERMANENT SETTLEMENT—REGULATION XXV OF 1802.

TENURE AND SHIST [RENT(?)] FIXED FOR EVER BY PERMANENT SETTLEMENT.

Land Revenue means Peshkash + Shist (Rent), both fixed for ever.

REGULATION XXV OF 1802.

What was the object of this Regulation and what are the principles laid down?

The fundamental principles may be stated to be as follows:—

Firstly, the determination of the rights in land, primarily the rights of those who were liable for the payment of the State's demands from out of the produce and of necessity the origin and the rights of those who made themselves responsible to collect it from the cultivators and pay to the Government their share.

Secondly, the limitation of the State's demand for land revenue. This was secured by assessing it not as a share of the gross or total produce of the land, as was generally the practice under the indigenous Hindu or Muhammadan system, but generally as a moderate share of the net rental as estimated on the data available, as will be clear when we examine the estates separately with reference to the evidence recorded.

We need, scarcely point out, that the object of the second principle was to secure a substance, and in most cases a good deal more than a substance, from the actual cultivator; (i.e.) a substantial share of the value of the produce for the land revenue. It is this limitation of the State's demands as introduced under the Permanent Settlement Regulation which had, in fact, given a shadow of reality and value to rights, which under the previous systems, except during Akbar's time, had often little more than a sentimental existence.

These principles were evolved, no doubt, as the result of laborious and extensive investigation and of the growing experience of the novel conditions, usages and customs, dissimilar to anything that actually existed in the land of the East India Company, and also with the best of the intentions, but these principles were forced upon this country by Lord Cornwallis in 1793, under the orders of the authorities in England in contradiction to the experienced official opinion in this country. Sir Charles Mules who had served in this country for over thirty-five years had given it as his opinion some 25 years back, "that the Permanent Settlement was a folly and the offspring of ignorance and incompetence, that it had been completely discredited and no revenue officer could be found to defend it." Still it became an accomplished fact in 1802. Although it was not a measure that should have been thrust upon this country, it was commendable in its own way, if we consider the plight of the cultivator at the hands of the unscrupulous renters, farmers and zamindars, before that date. If the two characteristic features, viz., the fixation of the land revenue demand as imperative along with the definite confirmation of the melwaram rights of the ex-mogul Revenue Contractors (zamindars) in respect of the land concerned for the land revenue of which they become liable and also the kudiwaram rights of the cultivators, had been maintained uninterruptedly and honestly by the zamindars and the Government, the present economic troubles and the irredeemable indebtedness would not have overtaken the agriculturists of these estates. The position of these cultivators would not have become worse than that of the ryots in the ryotwari areas. The witnesses, who deposed before this Committee on behalf of the ryots in one voice demanded that they should, at least, be put in the position of the Government ryots in the matter of assessment and all other things pertaining to revenue administration.

Let us now examine the provisions of the Permanent Settlement Regulation. The preamble to the Regulation XXV of 1802, the whole of which has been embodied practically in every Sannad-Milkiat-Istimrar, deserves a very careful study on the part of everyone who desires to understand the meaning of the words "Proprietors of the Soil" used in this Regulation and which words have become the subject of controversy from almost the date of the promulgation of the Regulation.

The two fundamental principles of the Regulation XXV of 1802 were determination of the rights in land of the ryots and zamindars and the limitation of the State's demand for land revenue.

These principles were forced upon this country though the best of intentions and the ryots would not have been reduced to the present wretched position if these two fundamental principles had been kept in view by the Government and zamindars and honestly worked in the later years.

The preamble to the Permanent Settlement Regulation runs as follows :—

The Preamble.

“ WHEREAS it is known to the zamindars, mirasidars, raiyats and cultivators of land in the territories subject to the Government of Fort St. George that from the earliest until the present period of time, the *public assessment of the land revenue has never been fixed*; but that, according to the practice of Asiatic Governments, the assessment of the land revenue has fluctuated without any fixed principles for the determination of the amount, and *without any security to the zamindars or other persons for the continuance of a moderate land-tax*; that, on the contrary frequent inquiries have been instituted by the ruling power, whether Hindu or Muhammadan, for the purpose of augmenting the assessment of the land revenue; that it has been customary to regulate such augmentations by the inquiries and opinions of the local officers appointed by the ruling power for the time being; and that in the attainment of an increased revenue on such foundations, it has been usual for the Government to deprive the zamindars, and to appoint persons on its own behalf to the management of the zamindaris, thereby reserving to the ruling power the implied right and the actual exercise of the proprietary possession of all lands whatever; and whereas it is obvious to the said zamindars, mirasidars, raiyats and cultivators of land that such a mode of administration must be injurious to the permanent prosperity of the country by obstructing the progress of agriculture, population and wealth, and destructive of the comfort of individual persons by diminishing the security of personal freedom and of private property; wherefore, the British Government, impressed with a deep sense of the injuries arising to the State and to its subjects from the operation of such principles, has resolved to remove from its administration so fruitful a source of uncertainty and disquietude, to grant to zamindars and other landholders, their heirs and successors, a permanent property in their land in all time to come, and *to fix for ever a moderate assessment of public revenue on such lands, the amount of which shall never be liable to be increased under any circumstances.*”

The words
“proprietary
right to the
soil” means
only the
melvaram to
the soil.]

Relying on the words “ *Proprietary right to the soil* ” used in this Regulation, it is contended by the Madras Landholders’ Association, on behalf of all the landholders who are members of the Association, in paragraph 10 of their written memorandum, that at the time of the Permanent Settlement, the British Government proceeded on the footing that the ownership of the soil was in the State and they proceeded to transfer the ownership to the zamindars and other landholders with whom they effected the Permanent Settlement, subject only to the payment by such zamindars or landholders to the Government of a *peishkush permanently fixed* and also that the deed given by the Government to the zamindar was called “ Sannadi Milikiat-Isthimirar ” which meant title deed or grant of perpetual ownership. It is true that Sannadi Milikiat-Isthimirar was intended to serve as a title deed. It is also true that the patta issued under the Patta Regulation XXX of 1802 was a title deed. If the giving of a title deed is the same as the grant of perpetual ownership as is admitted by the Landholders Association, the rule applies to both, the sanad and the patta. If at the time of the transfer of the right, title and interest of the Government, to the zamindars, a tripartite agreement had been entered into between the zamindars and the Government on one side and the zamindars and the tenants on another and the tenants and the Government on the third, and the exchange of Sannadi Milikiat-Isthimirar and the Kabuliyat between the Government and the zamindars and the pattas and muchilikas as between the zamindars and the tenants had been prescribed in Regulations XXV and XXX of 1802 and further provision was made in Regulation XXIX of the same year and date for the appointment of karnam, who would not be the servant exclusively of the zamindar or the tenant or the Government but would be an officer responsible to all the three, maintaining accounts for protection of interests of all the three, and if further provision had been made by the passing of Regulations XXVII and XXVIII to regulate the proceedings for collection of peishkush by the Government from the zamindars and for collection of rent from the tenants by the zamindars, it cannot by any stretch of imagination be contended that the whole ownership of the soil had vested in the State in 1802, and that the said ownership had been transferred to the zamindar unconditionally thereby conveying a freehold interest in the properties in favour of the zamindars. This position was made clear by the Madras Permanent Settlement Interpretation Regulation IV of 1822, in the second clause of which a provision was made that the Permanent Settlement Regulation XXV of 1802, was not meant to limit, infringe or destroy the actual

rights of any description of landholders or tenants. The Madras Landholders' Association admits this, but says that it was purely negative and was passed by way of abundant caution and that there was no declaration of any substantial rights of the tenants or any conferment of such rights on them. In the next sentence it is admitted that if the tenants had had any rights prior to the passing of the Permanent Settlement Regulation, those rights were not taken away. When once that admission is made, the question reduces itself to this, "were the cultivable lands in the possession of the tenants at the time of the Permanent Settlement or not?" If they had been in possession and enjoyment of the cultivable lands, what was it that vested in the Ruling Power on that date? It was only the melwaram interest or the right to collect the revenue that vested in the State and it was that right that had been transferred by the Government to the zamindar as collection agent. If both melwaram and kudiwaram interests had vested in the State, and if both the interests had been assigned away by the State to the zamindars under the Sanad issued under Regulation XXV of 1802 unconditionally, surely the zamindars would have become freeholders of the estates. And if the zamindars had enjoyed the estate treating the whole land as their homefarm land, the tenants would, certainly have become, tenants at will or tenants from year to year. But the State, never had both interests at any time and the transfer made by it was not of such a character. Excepting using a general expression that the zamindars became proprietors of the soil there was in fact no transfer of any such interest in the soil, because the transferor himself possessed none. The State was most anxious to protect first the interests of the cultivators who were in possession of the lands and secondly those of the zamindars. The preamble of Regulation XXV of 1802 says "Whereas it is obvious to the said zamindars, mirasidars, *raiya's* and cultivators of land that such a mode of administration must be injurious to the permanent prosperity of the country by obstructing the progress of agriculture, population and wealth, and destructive of the comfort of individual persons by diminishing the security of personal freedom and of private property; wherefore, the British Government, impressed with a deep sense of the injuries arising to the State and to its subjects from the operation of such principles, has resolved to remove from its administration so fruitful a source of uncertainty and disquietude, to grant to zamindars and other landholders, their heirs and successors, a permanent property in their land in all time to come, and to fix for ever a moderate assessment of public revenue on such lands, the amount of which shall never be liable to be increased under any circumstances."

The claims set up by the zamindar now with regard to the right to the soil and the right to enhance the rent are just the same as those raised by his ancestors shortly after passing of the Permanent Settlement Regulation. The same construction put on the words "proprietary right to the soil" now was put then also. The meaning of these words and the rights of zamindar and cultivator under the Permanent Settlement Regulation were exhaustively discussed and declared by Mr. Hodgson.

REGULATION XXV OF 1802.

Sections examined.

The preamble set out above, begins by saying that it was well-known to the zamindars, mirasidars, *ryots* and cultivators of land that the past administration was very injurious to the prosperity of the country and that it obstructed the progress of the agricultural population and their wealth, destroying all freedom of person and security of property, and that for that reason the State, for the benefit of its subjects, was introducing the principles of moderate land assessment, which would not be liable to be increased under any circumstances. Nothing can be clearer than these words to show, that the object of the Permanent Settlement was primarily to help the cultivator. If it had been the intention of the Government to create a permanent right in the soil in favour of the landholder, all these words were unnecessary. No reference to the progress of agriculture and industry and all other matters referred to, was necessary. It is not only the preamble, but all other sections of the Regulation also make the position clear that the State was anxious to protect the interests of the cultivator while they were transferring the proprietary right to collect the melwaram to the landholders, as their agents. If it were the intention of the State to fix only the peshkash payable by the zamindar to the Government in perpetuity and give him the right at the same time to increase the rents as against the cultivators and augment his own income as he pleased, certainly they would have said, in so many words, the same thing.

Section 2 of the Regulation XXV of 1802 made the fixing of assessment on all lands, a condition precedent for vesting of the proprietary right in zamindar; and the vesting is again made a condition precedent for issue to a sanad.

Section 2 deals with the fixity of assessment on lands. Under this section the proprietary right of the soil, that is, the melwaram interest, does not, in the first place, vest in the landholder until the assessment is permanent on all lands which are liable to pay revenue to Government; and, next the Sanad will not be issued to the landholder until the right vests in him. Thus when the Law makes the fixing of assessment on all the lands a condition precedent for the vesting of the proprietary right in the landholder, and the vesting is made again, a condition precedent for the issue of the Sanad and finally the validity of the sanad is subject to the fulfilment of the conditions referred to in sections 3, 8 and 14 of the Regulation XXV and the sanad or title-deed was issued to him only after the assessment was so fixed, how could the cultivator be deprived of the benefits of such permanent assessment at a later stage; and for what reasons could it be done? What will be the effect of any such partial divestment of the benefits conferred jointly on the landholder and the cultivator? To secure fixity of tenure and fixity of rent, for both the landholder and the cultivator, assessment was fixed on the whole land. The King's share was set apart as has been already referred to in the discussion under the Patta Regulation. If the King's share is $\frac{1}{3}$, that is set apart first, and from out of that, the amount payable by the zamindar as peshkash to the Government was fixed at $\frac{2}{3}$. The remaining $\frac{1}{3}$ of the $\frac{1}{3}$ was directed to be taken by the landholder for the services which he undertook to render, both to the Government and to the cultivator. At this stage the landholder contends that it was only the peshkash payable by him to the Government that was fixed in perpetuity, and that it was open to him to augment his income by adding to the $\frac{1}{3}$ assigned to him, by way of enhancing rents just as he pleased. What is the effect of this on the Permanent Settlement if such a thing is permissible? For example, let us take the following case. Suppose that the assessment on the whole land at the time of the Permanent Settlement was six lakhs of rupees, out of which three lakhs was set apart as the assessment due to the Government; out of 3 lakhs again $\frac{2}{3}$ or two lakhs was payable to the Government as peshkash and one lakh alone should be taken by the landholder for his remuneration. If after the Permanent Settlement the landholder is allowed to increase his one lakh to ten lakhs by way of enhancement, what happens to the Permanent Settlement? Where is the Permanent Settlement? The assessment permanently fixed will go to pieces instead of remaining intact. An assessment once fixed permanently must remain so without any regard to the profit or loss which the cultivator or zamindar makes or suffers. Just as the zamindar is bound to pay the peshkash without any regard to the loss or profit sustained by him, the cultivator also is bound to pay $\frac{1}{3}$ of a $\frac{1}{3}$ to the landholder in perpetuity. That is the meaning of the words in Section II of Regulation, which runs as follows:—

“In conformity to these principles, an assessment shall be fixed on all lands to pay revenue to the Government, and in consequence of such assessment the proprietary right of the soil was to become vested in the zamindars or other proprietors of land and in their heirs or lawful successors for ever.”

Under this section the proprietary right to collect the whole of the land revenue, i.e., one half of the total income vests in the landholder for ever. In such a case it is not open to him to enhance the rent and alter the character of the estate vested in him. By altering the permanent character of his estate he will be divested of the same because it is a flagrant violation of the basis of the permanent arrangement. Every enhancement, made periodically constitutes a continuous wrong for which the landholder should make amends to the cultivator.

Let us take section 3 of the Regulation which prescribes the exchange of sanads and kabuliyats. The landholders claim that this is a title-deed. Yes. It is a title-deed. Is it an unconditional title-deed? It is not. Clause 2 of section 3 says, that the sanads and kabuliyat shall contain the conditions and articles of tenure by which the land shall be held. Clause 3 of the section says that when a dispute arises with regard to the assessment, reference should be made to the sanads and kabuliyats and the courts shall give judgment in conformity to the conditions under which the agreement may have been formed.

Exchange of pattas and muchilikas, with rents fixed for ever is made a condition precedent for the continued validity of the sanad.

To know what the material conditions are, we should look into section 14 of the Regulation.

Section 14 prescribes “that the zamindars or landholders should enter into engagements with their raiyats for rent either in money or kind, and shall within a reasonable period of time exchange pattas and muchilikas, defining the amount to be paid by him and explaining every condition of the engagement. The section further makes the grant of regular receipts compulsory, and any default in this respect makes the landholder liable to damages and penalties.

In this manner, exchange of patta and muchilikas with a rent fixed for ever and the grant of a receipt for the amount paid are made conditions precedent for the continued validity of the sanad. The default of any of these conditions deprives him of the right of suit to recover the land revenue as a whole. This is what is called divesting of his estate. (Sections G.G. 1 to 15 of Patta Regulation XXX of 1802.)

Section 8 which provides for the transfer of the proprietary right of the landholder to any other person, by sale, gift or otherwise, lays down that such transfers of land shall be valid and shall be accepted by Courts of Judicature and by Officers of Government, only if such transfer is not repugnant to the Regulations of the British Government. It is pointed out that the condition relating to landholder's engagement with his ryots is made a condition precedent for making his sanad or title-deed valid and binding one. The engagement referred to therein, primarily refers to the rates of rent payable by the cultivator to the landholder. If the landholder transfers his proprietary right under section 8 of the Regulation, to a third party for consideration, what is the right that vests in the transferee under that section? It is not an absolute right which entitles him to enhance the rents over and above what had been permanently fixed at the time of the permanent settlement. To entitle the transferee to claim any such rights to enhance the rents as he pleased under the transfer, his transfer must, in the first place, be a valid and lawful one. Section 8 has directed that no such transfer would be valid if it is repugnant to the Muhammadan or Hindu Laws or to the *Regulations of the British Government*.

A transferee of the proprietary right of the landholder by sale, gift or otherwise is not entitled to enhance rent.

In this case the transfer would become invalid if either the transferor or the transferee should put forward their claim to collect enhanced rents from the cultivators, contrary to the provisions of Regulation XXX of 1802 which prohibited all enhancements.

In this way reading sections 3, 8 and 14 together, the position is made perfectly clear, that it is not open to any landholder or any of his transferees to claim enhanced rates of rent, so long as it was made illegal and even punishable under the Regulation XXX of 1802.

Section 11 of the Regulation affords further proof that the landholder is not the proprietor of the soil. Under this section he was given power to nominate the karnam, but he was not to have any power to remove him. If the landholder had been made a proprietor of the soil in the English sense and had become the full owner of the property, he should be entitled in the ordinary course to employ a servant and dismiss him at his pleasure. He was not given the power to dismiss the karnam, because he is only a proprietor of the melvaram interest, even that subject to so many conditions and as the cultivator was the real man in possession and enjoyment.

The fact that the landholder was only given the right to appoint but not dismiss a karnam shows that he is not the proprietor of the soil.

Section 9 has made the zamindar liable to furnish true and accurate accounts of the entire zamindari to the Collector, whenever a part of the zamindari is sold for recovery of arrears of public revenue or to discharge a decree debt or where a part of the zamindari is transferred to a third party, by sale, gift or otherwise. Clause 2 of section 9 which lays down the principle to regulate the assessment on part of the estate when it is separated, clinches the whole matter. When a part of the estate is sold as is done often, to third parties, what is the basis of assessment on the part so separated? The Government cannot claim a right to fix the peshkash on the part so separated on the basis of the actual value of the separated portion as ascertained on the date of such transfer. The basis of assessment is the same as it was at the time of the permanent settlement. The Government cannot claim a right to a higher rate of peshkash on the ground that the cultivator had been making larger profits on that date than at the time of the permanent settlement. If the Government is not able to claim a higher rate of peshkash, the landholder who is only an assignee of the Government's proprietary right, equally cannot claim any enhanced amount. When neither the Government nor the landholder can claim enhanced peshkash or enhanced rent, the transferee will also be disqualified to claim enhanced rents. The principle to regulate such assessment is laid down in clause 2 of section 9, which runs as follows :—

Even when a part of the estate is transferred to another, the basis of assessment on the separated part is the same as that at the time of Permanent Settlement.

“ The assessment to be fixed in this case on the separated land, shall bear the same proportion to the actual value of the separated portion as the *total permanent jumma* on the zamindari bears to the actual value of the whole zamindari.”

Mark the words ‘ *the total permanent jumma*.’ It is not part of the jumma as is claimed by landholder so as to make it applicable to peshkash only.

That is the principle laid down by law and that cannot be violated either by the zamindar or by the Government or by the cultivator. That is why no complications arose when parts of estates were transferred to third parties or brought to sale in Court auction or by the Government for liquidating its arrears of public revenue. Sections 6

and 7 show that the proprietary right transferred by the Government to the landholders is a very limited right pertaining to the melvaram interest and nothing of absolute ownership to the soil.

Section 6 has provided for regulating payment of the assessed amount without any sort of remission. In case of default, section 7 says, that his personal property should be attached in the first instance. If the landholders were intended to have any interest in the soil this provision would not have been made. Personal property is first marked out and attachment and sale of *his proprietary right to the melvaram* should be effected later.

Thus the words 'proprietor of the soil' were used in the Regulation XXV of 1802 in the Indian sense. In support of this interpretation we quote from the "Extracts from Selections from the State Papers of the Governor-General of India" by Sir George Forrest, C.I.E., Ex-Director of Records, Government of India (1926)—

Extract from the selections from the State papers of the Governor-General of India.

"Two years later on April 12, 1786, the Court of Directors, sent out a voluminous despatch to give effect to what it termed 'the true spirit' and 'human intentions' of the Act. Cornwallis spoke of the Zamindars as "Lords of the soil and owners of the land." He used these terms in the same sense as Shore did—in the oriental and not in the English sense. He only recognized a limited and not an absolute proprietorship. His aim was to make the zamindars liable to pay a fixed moderate revenue to the State and the rights and interests of the ryot protected so that they would become customary tenants."

State Documents and Instructions to Collectors (1799).

All the recitals in the preamble to the Regulation XXV of 1802 are to be found in greater detail in the Instructions to Collectors dated 15th October 1799.

In the preamble to Regulation XXV of 1802, it has been pointed out that from the earliest times until the date of the Regulation, permanent assessment of land revenue had never been fixed, and that according to the practice of Asiatic Governments the assessment of land revenue had fluctuated without any fixed principles for fixing the amount in perpetuity, and without any guarantee to the zamindars or the cultivators for the continuance of a moderate land tax. It was also clearly explained that on the contrary, commissions had been appointed frequently, by the ruling authorities during the Hindu as well as the Muhammadan periods, to investigate into the affairs of the land revenue, with a view to increase the assessment of the land revenue; and that it had become a habit with them to regulate the increase of the land assessment periodically, and that it also became a practice with them to dismiss the zamindars for the slightest mistake from their offices and appoint new men in their place, so that the existence and the continuance of the office of zamindarship was precarious, always depending upon the will and pleasure of the ruler. In the second recital of the preamble it is stated that it was the object of the Government to remove the uncertainty of tenure as well as the amount payable to the Government by the Zamindar or the cultivator, that the establishment of a moderate assessment of public revenue was decided upon. These were not the words which were decided upon by the Governor in Council, when they sought to draft the Bill. Every one of the statements enumerated above were discussed years ago and the same had been embodied in the instructions issued to the Collectors, who were called upon to make their proposals on the permanent settlement which the Government was intending to introduce in the Madras Presidency. Rules 4, 5, 6, 7, 8 and 10 of the Instructions to Collectors, dated the 15th October 1799, contain fully the particulars given in the preamble of the Permanent Settlement Regulation XXV of 1802; and, even in greater detail, explained the causes that led to the introduction of the permanent settlement and establishment of a moderate assessment in perpetuity. They are as follows :—

Object of the change in the revenue system was explained to be the ascertainment and protection of private rights.

In rule 8, the object of the Government for changing the land revenue system from an indefinite one to a definite one by fixing the tenure and also the rate of rent for ever, is explained in full. That clause declared, that the object of the Government in introducing the Permanent Settlement was not merely securing a permanent revenue for itself, but the real object was to ascertain and protect the private rights and also to put a limitation on the public demands on the land.

Rule 10, sets out the observations of the Court of Directors, on the Permanent Settlement. They made a calculation of profit and loss that might arise out of the Permanent Settlement so far as the public revenue was concerned. They took care to see that they had sufficient security for the revenue, the right to collect which, they assigned to the landholders. They took into account the loss or the deficiencies that

might occur from mismanagement by the landholders. As against such contingencies The Government's intention was to confer the most valuable right—the limitation of land revenue—on the body of people. they were satisfied that the jumma or the land revenue on all the lands which they were going to fix was very moderate in its amount and the distribution of the same between the zamindar and the cultivators, would make the loss or the deficiencies insignificant, if not imperceptible. They took into account the loss or the deficiencies that might arise out of bad seasons and contented themselves that the yield of favourable years would surely counter-balance the deficiencies of the bad seasons. It is thus made clear that the Government intended to confer valuable right on the mass population of the cultivators who are actually engaged in the cultivation of the land. In express terms the rule lays down :

“ and valuable right that can be conferred on the body of the people, who are in respect concerned in the cultivation of the land, the measure is likewise connected with the *emancipation* of this class of people from the severities and oppressions of aumils, farmers, and other officers necessarily employed to collect the public dues, when they are liable and arbitrary variations, it involves the happiness of the cultivators of the soil, who cannot expect to experience moderation or encouragement from their landlords, while they themselves are exposed to indefinite demands.”

Clause 8 also in unambiguous terms refers to the prosperity of the commercial class, whose trade and manufactory will thrive only in proportion to the quantity of materials produced from the lands. The authors of these Regulations never had any intention of destroying the trade, commerce and manufactory of this land.

A perusal of the rules will enable the public to understand the full meaning of the preambles to the Regulations XXV and XXX of 1802. They are as follows :—

Rule 4.—At present the zamindars hold their zamindaris by a tenure so precarious as scarcely to convey the least idea of property in the soil—it has been considered as hereditary possession but the public assessment has been fluctuating and arbitrary and the whole zamindari liable to sequestration in case of even a partial failure in the kists, at the pleasure of the Government, several instances have occurred of this alternative having been resorted to and the zamindars becoming pensioners, for it has rarely happened that they have been resorted owing to the accumulated arrears of public revenue remaining undischarged from the assets of the zamindari, under management of the Collector at this period. Several are in the predicament here described.

Zamindars were till then held on a very precarious tenure.

Rule 5.—This system having been found delusive to Government, and at the same time incompatible with the general interests of the country, it has been resolved to adopt the reform introduced some years since into Bengal Province, by constituting the several zamindars and other landholders having individual claims to such distinctions, actual proprietors of the soil, or lands composing their estates, subject to such conditions as will be hereafter noted, and secured to them under a strict adherence to those conditions, by regular established Courts of Justice. The principles of these reforms will be also hereafter explained.

Constituting the zamindars proprietors of their respective zamindaris.

Rule 6.—When the possession of land no longer subjects the proprietor to the disgrace he is at present liable to and when the tenure is known to be secure as long as the fixed public dues are regularly discharged and that whilst they conform to the laws to be administered by the Courts, there is no power in the country that can infringe their rights, or property or oppress them with impunity there can be little doubt but land will be everywhere coveted and that a considerable portion of the wealth possessed by the inhabitants which now lies dead, or is employed in other channels will be applied to the improvement of it.

The fixity and security will tend to improve the value of lands and the general prosperity.

Rule 7.—In order, however, more effectively to secure this great desideratum by giving to property its chief value, the limitation of the public demand thereon, it has been further resolved to form a settlement with each estate on a principle of permanency calculating the same upon equitable, moderate terms according to the resources of the district, combining its present state and probable improvement, the course of a short period under the system of property and security about to take place, the jumma or land-tax which may be deemed adequate, upon this principle to be fixed in perpetuity and declared unalterable.

Concluding with the zamindars and other landholders a permanent settlement.

N.B.—Although there are no zamindaris in your division, these general instructions are made Circular that you may be in possession of full information relating to the projected change of system throughout the Company's territories on this Coast.

Marginal direction to the Collectors.

The object of the Government is explained to be the protection of private rights and the limitation of the public demand on the lands

Rule 8.—The object of Government, distinct from the consideration of the public revenue, is to ascertain and protect private rights, and the limitation of the public demand upon the lands is obviously the most important and valuable right that can be conferred on the body of the people who are in any respect concerned in the cultivation of the land. The measure is likewise connected with the emancipation of this class of people from the severities and oppressions, of aumils, farmers and other officers necessarily employed to collect the public dues when they are liable to frequent and arbitrary variations; it involves the happiness of the cultivators of the soil who cannot expect to experience moderation or encouragement from their landlords whilst they themselves are exposed to indefinite demands. The prosperity of the commercial part of the people equally depends upon the adoption of it, as trade and manufactory must flourish in proportion to the quantity of some materials produced from the lands, it will render the situation of proprietor of land honourable instead of disreputable and land will become the best instead of the worst of property and what is of equal importance it will enable us to perpetuate to the people a Government of law and security in the room of one founded on temporary expedient, and which must be either beneficial or destructive according to the character of the individual appointed to superintend it.

Rule 9.—We are aware that the landholders and cultivators on the coast have not been accustomed to the more regular form of Government which has been gradually established in Bengal, but security of property and the numerous advantages connected with it are benefits of the importance of which they must soon be fully sensible, although they may not be immediately able to comprehend the causes from which they are derived.

Rule 10.—We quote for your information the following observations of the Honourable Court of Directors on a permanent settlement applied to Bengal, viz., "We find it convincingly argued, that a permanent assessment upon the scale of the present ability of the country must contain in its nature a productive principle, that the possession of property and the principle, that the possession of property and the sure enjoyment of the benefits derivable from it will awaken and stimulate industry, promote agriculture, extend improvement, establish credit, and augment the general wealth and prosperity of the country. Hence arises the best security that no permanent diminution can be expected to take place at least to any considerable amount. Occasional deficiencies may occur for a time from the mismanagement of particular landholders but it cannot be supposed that any of the lands will permanently be less productive than at present, and as we have every reason to believe that the jumma now formed is moderate in its total amount and properly distributed. The lands themselves will in most instances ultimately be a sufficient security for the proportion charged upon them with respect to losses from draught, inundation and other casualties. These occur also in the present system, and usually fall upon the company themselves, but it will hereafter be different, because the advantages of proprietary right and secured profits in the landholders will, on his part, afford means to support and incite exertions to repair them. The deficiencies of bad seasons will on the whole be more than counter-balanced by the fruits of favourable years. There will thus be a gradual accumulation whilst the demands of Government continue the same, and in every step of this progressive work, property becomes of more value, the owner of more importance and the system acquires additional strength; such surely appears to be the tendency and just consequences of an equitable fixed assessment."

Next we consider why they consider it necessary to fix the nature of the tenure and the rate of rent for ever, and what is the benefit derived by the cultivator by that.

Rent fixed for ever.

Section 14 of Regulation XXV of 1802 made it obligatory that the rates of rent should be fixed permanently and receipts also should be granted for all payments made. Section 7 and section 9 of Regulation XXX of 1802 made it obligatory that there should be no manner of enhancement of the rent fixed before the Permanent Settlement. Illegal exactions were made punishable and also liable to damages. Variations in the assessment and the reckless demand made against the cultivators by the zamindars and their agents for any rent they pleased, varying the same according to the quantity or quality of the province, leaving no margin to the cultivator to make any profit out of the same for developing his land or maintaining his family on a better standard were all declared illegal. Why the rent was fixed permanently and what benefit the cultivator may derive, has been stated in clause 37 of the Instructions to Collectors. It runs as follows:—

Why the rent was fixed permanently?

Rule 37.—It is to be hoped that in time the proprietary landholders, talookdars and farmers and the ryots will find it for their mutual advantage to enter into agreements in every instance for a specific sum for a certain quantity of land leaving it to the option of the latter to cultivate whatever species of produce may

appear to them likely to yield the largest profit and in the interim to protect them against any new taxes under any pretence whatever, the person discovered to have imposed them will be liable to a very heavy penalty for the same, indeed we wish to direct your attention to the imposition, they are already subject to, which from their number and uncertainty we apprehend to have become intricate to adjust and a source of oppression, it would be desirable that the zamindars should revise the same in consent with the ryots, and consolidate the whole into one specific sum, by which the rents would be much simplified, and much inconvenience to both parties be thereby obviated.

The clause quoted above is in plain and simple language. It says that one of the benefits which the cultivator would derive from fixing the rate of rent permanently is in the right given to him to cultivate whatever species of produce may appear to him likely to yield the largest profit, without making himself liable to pay anything higher or additional to the landholder. In the evidence recorded by us, it is stated that in some estates there are cropwar rates, that is, the rates of rent which vary according to the nature of the crop produced by the cultivator, while in some other estates the rates varied according to classwar or taramwar. When the demands would come and in what manner, and from what corner, the cultivator could never know. And, when they came upon him, he was bound to pledge himself as well as his property to meet the demands, however high and oppressive they might have been. Besides the fixed share of the land assessment which the cultivator had to pay from time immemorial, there were other demands in the name of abwabs, etc., which he had to pay to the landholder whenever called upon. Section 6 of Regulation XXX of 1802 provided against such levy, by calling upon the courts to dismiss all claims if, within two years after the fixing of the permanent assessment, steps had not been taken by the landholder, to consolidate all such miscellaneous excess demands and insert them as one consolidated amount in the pattas and muchilikas. Directions were given to meet such cases also in the clause 37 quoted above.

Rule 36 contains the directions about the grant of receipts, and the penalties that would follow on default to issues the same to the cultivator. This clause runs as follows :—

“ Rule 36.—Every proprietor of land, dependent talookdar or farmer of land of whatever description, and their agents of every gradation receiving rents or revenue from dependent talookdars, under-farmers, ryots or others are to give receipts for all sums received by them, and a receipt in full on the complete discharge of every obligation, any person to whom a receipt may be refused on his establishing the same in the Adalat Court of the District will be entitled to damages from the party who received his rent or revenue and refused the receipt, equal to double the amount paid by him, and they are to adjust the instalments of the rents receivable by them from their under-renters and ryots according to the time of reaping, and selling the produce, being liable to be sued for damages for not conforming to this rule.”

Direction about the grant of receipts and penalties for default.

The receipts referred to in section 14 of Regulation XXV of 1802 and section 14 of the Regulation XXX of 1802 and the penalties for non-issue of such receipts were all decided upon before the 15th October 1799 and embodied in rule 36 of the Instructions to Collectors. Section 14 of Regulation XXV and section 14 of Regulation XXX are mere copies of the rules laid down in clause 36 of Collectors' Instructions.

Rules relating to the fixity of tenure and fixity of rent on the basis of calculations and entering the same in the pattas of the Permanent Settlement have been dealt with in rules 32, 34 and 35. They explain the purpose and the meaning of the permanent settlement and the fixity of tenure and fixity of rent, which give protection to the cultivator. All the sections that relate to this matter, in Regulations XV and XXX of 1802, contain substantially the same matter given in clauses 32–35. They run as follows :—

“ Rule 32.—Distinct from these claims are the rights and privileges of the cultivating ryots, who, though they have no positive property in the soil, have a right of occupancy as long as they cultivate to the extent of their usual means and give to the Circar or proprietor, whether in money or in kind, the accustomed portion of the produce.

Rule 33.—To ensure the dues of the Circar or proprietor of the estate it has been already observed that rules will be prescribed, and administered by the Judicial Courts, and that the same rules will also extend protection to the ryots, and under-tenants but in order that there may be some standard of judgment between these parties the proprietor, or under-farmer will be obliged to enter into specific written agreements, or pattas with the ryots and under-tenants. The rents to be paid, by whatever rule or custom they may be regulated, to be specifically stated in the patta which in every possible case shall contain the exact sum to be paid. In cases where the rate only can be specified, such as whether the rates are adjusted upon a measurement of the lands after cultivation,

The form of
the patta
prescribed.

or on a survey of the crop, or where they are made payable in kind, the rate and terms of payment and proportion of the crop to be delivered, with every condition, shall be clearly specified.

Rule 34.—Every zamindar, independent talookdar or other actual proprietor of land will be required to prepare the form of a patta conformably to the rules above prescribed, and adapted to the circumstances and usages of his estate or talook, and after obtaining the Collector's approbation of it, to be signed by such officer superscribing the form with the name and official appellation (to register a copy thereof in the adalat of the district and to deposit a copy also in each of the principal cutcheries in his estate or talook), every ryot will be entitled to receive corresponding pattas on application and no pattas of any other than the prescribed form will be held valid.

Rule 35.—Ryot when his rent has been ascertained and settled may demand a patta from the actual proprietor of land, dependent talookdar or farmer of whom he holds his lands or from the persons acting for him, and any refusal to deliver the pattas, upon being proved in the Court of Adalat of the District will be punished by the court by a fine proportioned to the expense and trouble of the ryot in consequence of such refusal. On the other hand, it will be required of the zamindar, or farmer to cause a patta for the adjusted rent to be prepared according to the form prescribed, and tendered to the ryot, either granting the same themselves, or instructing their agents to grant them under their special authority and the necessary rules will be enacted to afford redress to the party acting in conformity thereto in all cases of resistance on the part of the ryot. In all cases of farmers granting pattas they must of course be limited to the period of their own leases and as estates are liable constantly to division, and parital transfer to different proprietors, some limitations to be granted by proprietary landholders will also be expedient and will probably, be fixed at ten years."

Regulation
XXIX of
1802 was
passed to
give protec-
tion to the
cultivator
as against
the land-
holder.

The Karnams' Regulation XXIX of 1802, passed on the same date, 13th July, with Regulations XXV and XXX was intended to give protection to the cultivator as against the landholder. Before 1802 it had been pointed out in the previous chapters, that there had been a large number of officers entertained during the Hindu and the Muhammadan periods, and the early part of the British period, employed for collection of revenue. Apart from the salaries paid to those officers, the illegal demands and exactions made by them, their peons and dependants, upon the innocent cultivators, were very excessive. So long as there were variations in the assessment periodically or even year after year, all the officers pretended to have been engaged in making collections from the cultivators . . . This "indefinite mode of dividing the produce of the earth and of accounting for the customary ready-money revenue," was put an end to when the tenures and rents were permanently fixed along with the peshkash payable by the zamindar. There was no longer any need to have a large establishment to maintain accounts, or to make inspections or calculations. The Government felt that all their troubles were at an end with this permanent settlement of the peshkash and the rates of rent and there was no need for them to continue the big establishments which were required for looking after the chaotic conditions that prevailed during the period of uncertainty and indefiniteness. They, therefore, dismissed all their revenue officers and retained only the karnam and the patail, for maintaining accounts, for the protection of the cultivator and to help him by producing the accounts into Courts, whenever disputes were raised by the landholders by claiming enhanced rates of rent or other illegal exactions. The karnam was never intended to be a servant of the zamindar. This aspect of Regulation XXIX of 1802 is borne out by rules 48 and 49 of the Collectors' Instructions. They run as follows:—

Revenue
offices ex-
cept that of
karnam, of
the Hindu
and Muslim
periods,
were found
to be un-
necessary
once the
land revenue
was fixed
permanently
and unalter-
ably.

Rule 48.—Whilst the revenue was liable to frequent variations it was absolutely necessary that the ruling authority should have officers on the spot to keep accounts of the produce, and to furnish information to the persons occasionally appointed to collect the revenue. The same necessity under the circumstances of a fixed revenue, a regular Code of Regulations embracing and defining every matter in any respect concerning the rights of property of the people and Courts of Judicature for the administration of them, will not exist; an accurate register of the lands and of the jumma assessed on them will be sufficient for the collection of the revenue and all financial operations, as to general or local customs which had the force of Law, they will be included in the Code, and with regard to the usages of particular places or districts the testimony of creditable inhabitants appears far better evidence of them than the information of an individual liable to be uninformed or ignorant or influenced by corrupt or other motives.

Rule 49.—Under these circumstances it is resolved to abolish all the revenue offices of the description above alluded to except the village karnams, or puttawarries to be on the same footing in every respect as those of Bengal and the proprietary landholders to be in like manner responsible with regard to them. The accompanying copy * of the Bengal Regulations relating to them will fully explain the duties as well as the obligations on the part of the landholders.

All offices
except
karnams
abolished.

* [Omitted.]

Next we shall consider the method of assessing land revenue, as contemplated by section 2, Regulation XXV. The basis of calculation is ordinarily understood as follows:—

- (1) The assessment of the permanent jumma in the case of each zamindari will be arrived at on the basis of the then actual produce of the land.
- (2) After noting the actual produce, the annual value on the whole was fixed. Then, a proportion of the annual value will be marked out as the peshkash, leaving the balance to the zamindar. Method of assessing land revenue as contemplated by Regulation XXV of 1802.
- (3) If the land is irrigated by water, the water actually used for growing the annual produce will be taken into account. Then the water required for future improvement of the cultivation also will be taken into account. In other words, waste lands, farm houses, tanks or irrigation channels that might not be mentioned specifically in the sanads also will be taken into account.
- (4) Then all the items mentioned in section 4 of the Regulation XXV which are exempt from the payment of public revenue altogether, or which are subject to the payment of annual favourable quit-rent will be excluded from the permanent assessment of the land tax.

The village establishments were done away with, and the lands assigned to them were resumed and added to the permanent assessment, under section 5 of the Regulation. No remission was granted because a moderate and permanent assessment was fixed, even though there may have been a custom in the past to give remissions on account of draught, inundation or other calamity.

These were all the rules which formed the basis for ascertaining the moderate assessment intended by the Government to be fixed unalterably for ever. Much confusion was created on behalf of the landholders on the meaning of the word JUMMA or moderate assessment, which was permanently fixed. If we know the basic principles and the details of the working out the sum, fixed as moderate assessment, there can be no confusion at all. If on the other hand, you leave off the fundamentals, both with regard to the facts and principles, and start only with the peshkash and begin to argue that it was only the peshkash that was fixed permanently, under the Regulation XXV of 1802, and nothing else, confusion will be there for ever. To make the position clear to any layman, and to the Collectors who were called upon by the Government to formulate their suggestions, clear directions were given in Collector's Instructions of 1799. The rules laid down in the sections of Regulations XXV and XXX of 1802 are merely a copy of the rules laid down in the instructions given to the Collectors. Confusion about the connotation of the jumma.

In or about the year 1802, rents payable to the landholder were of four kinds, as mentioned in section 4 of Regulation XXX of 1802.

- (1) Pattas and muchilikas could be executed for the rental villages in gross sum of money, The various kinds of rents prevailing in or about the year 1802.
- (2) pattas for a division of the produce,
- (3) pattas for lands on which a money-rent was assessed, and
- (4) pattas for lands on which a grain rent could be charged.

The pattas and muchilikas were not documents that could be prepared by any conveyancing lawyer or clerk, unlike the cases of leases and other rent deeds. A regular form was prescribed by the Government for the pattas and muchilikas, and the parties were compelled to use that form only and none else. The particulars which the parties were called upon to fill in the pattas were given in clauses 1-6 of section 4 of Regulation XXX. Each one of them laid stress on making the rent and the rate of rent definite and unalterable. Under clause (3), it was laid down that the amount of the rent per annum should be fixed definitely, when the rent was payable in money. Under clause (4) when the rent forms a share of the produce of the land it was provided that in view of the money-rent such pattas shall specify the extent of the land which the under-tenant, under-farmer, or ryot may engage to cultivate and the rate of the cultivator's share and the different accounts of grain cultivated and produced. Pattas and muchilikas were to be in a prescribed form, containing the prescribed particulars, especially the rate of rent being mentioned definitely.

Clause (5) made the position still clearer for ascertaining and fixing the rate unalterably. It laid down that the rate of assessment on such lands should be specified according to the land measure used, and the rent on each description of land or grain as the case may be.

Under clause (6) again it was enacted that if the rent was grain-rent, the specific quantity of the land occupied under the description of rent, the specific quantity of grain to be rendered and the species of it should be made perfectly clear. When once the rent was fixed in perpetuity and the valuation was made and ascertained for the whole land the In cases of grain-rent the specific quantity of land

occupied under the description of rent, the quantity of grain to be rendered were required to be clearly stated.

Government's share was then apportioned. From out of the Government's share of the gross yield, two-thirds was set apart for payment to the Government by the landholder and one-third to be taken by himself, as consideration for the collection work done on behalf of the Government. All these details had engaged the attention of the authors of the Regulations of 1802 for years together, and the essence of their deliberations and conclusions were embodied in the instructions to the Collectors. The rules relating to this matter are rules 11 to 22.

Evils that compelled the Government to introduce Permanent settlement.

Rule 11 sets out the direction given by Lord Cornwallis as to how and from what point the start should be made for ascertaining the jumma or land revenue, payable by the cultivator on the whole land. Referring to the evils that compelled the Government to introduce Permanent Settlement, Rule 11 says:—

“ Lord Cornwallis charges these evils so far as they exist (and we think with great justice) upon the old system, as a system defective in its principle and carrying through all the gradations of the people with multiplied ill-effects, that character of uncertain, arbitrary imposition which originated at the head. He therefore very properly contends that reform must begin there, and that in order to simplify and regulate the demands of the landholders upon their tenants the first step is to fix the demand of the Government itself.”

In pursuance of these instructions, the annual produce of the land will be ascertained, and from out of that, the demand of the Government itself is fixed, as the first step as directed by Lord Cornwallis.

“ Sayer ” was not taken into account for fixing the assessment.

In rule 13, it is laid down that the assessment on the zamindaris should be fixed exclusive and independent of all duties, taxes and other collections known under the general denomination of ‘ sayer ’ which includes that of the abkary or tax on the sale of intoxicating liquors and drugs.

Reason for the exclusion of “ sayer. ”

In rule 14, why the reservation of ‘ sayer ’ to Government is made, is explained : it was not meant to include the ‘ rent ’ derivable by the proprietor for orchards, pasture ground and fisheries or for warehouse-shops or other buildings, because that ‘ rent ’ was charged for the use of the ground, which is the same as ground-rent, though sometimes these items also had been included under the denomination of ‘ sayer ’. The reason for making this distinction and assessing the ‘ rent ’ accruing to the Government is that the right to receive such rents was considered the landholder's property, as the private right was considered as the landholder's private property.

The word ‘ rent ’ used in this connection must be noted. It was not the soil on which such orchards, pasture ground or fisheries, or shops or other buildings were established that was to be assigned to the landholder by the Government, but it was only the right to receive the rents for all those items. The ‘ rent ’ mentioned in this rule was ‘ rent ’ which the Government would have been entitled to collect, but for the assignment of their interest to the landholder.

Rule 15, lays down that in fixing the assessment on the lands, the salt revenue and that on alienated lands, should be exempted from the payment of public revenue, whereas the village manyams or land held by public and private servants, in lieu of wages should be excepted, and the whole of these lands should be treated as annexed to the circar lands, and declared responsible for public revenue assessed on the zamindari.

Under rule 16, all allowances of kazis and Government revenue officers (karnams excepted) heretofore paid by landholders as well as any public pensions, should be added to the amount of the Jumma and be provided for by Government, under prescribed Regulations.

Collectors were instructed to adopt the statement of the Committee of Circuit as the general standard for fixing the assessment.

Then, rule 17, laid down, that in fixing the amount of assessment in perpetuity, the Collectors were directed “ to adopt the statement of the Committee of Circuit as the general standard, that is, after deducting the amount of the revenue derived from ‘ sayer ’ or internal duties and salt included therein which as already noticed are to be resumed entirely into the hands of Government, the latter to be placed under the management of the Collector, and the former to be at their pleasure collected, suspended or abolished ; taking two-thirds of the remaining gross collections, upon a general calculation as the average estimate of the fixed land tax. We do not mean by this to lay it down as a fixed principle, that each zamindari shall be assessed according to this ratio, from the accounts of the Committee of Circuit, as in that case we might proceed to form settlement without further delay, but it is expected that the amount of the permanent settlement will not fall short in the gross of the aggregate two-thirds of the Committee's statements after the deduction of the ‘ sayer ’ and salt is abovementioned.”

Rule 20, refers to the famine that had caused considerable trouble to the people seven years before that date, and pointed out that the country had recovered only partially from its effects and that it would take some more years for a complete recovery. Direction was given that famine years should not be taken into account in fixing the land revenue assessment.

Rule 19 laid down that the Government's share of the produce, and the peshkash were considerably under-rated because the revenue officers from whom the accounts were obtained, though actually Circar servants, were under the control and influence of the zamindars and consequently they were prone to conceal the real resources of the country. It was for these reasons that they could not fix once for all, an unalterable proportion of the revenue as peshkash for all the estates. The rule lays down that—

“ In some situations subsequent experience of the collectors has incontrovertibly established this fact and where this has been the case there can be no hesitation in increasing the jumma beyond the two-thirds of the Committee's statement, whilst the others, particular circumstances may render it politic to demand less, though the actual value of the Districts should even exceed, as we have concluded the Committee's accounts, such as Frontier Hill Zamindaris, which may be difficult of internal management and not easy of access, but great responsibility will attach to the opinions you may give in recommendation of any such exceptions and it will be expected that you fully and specially state the grounds of them as Government will not recede from the demand according to the general standard before stated but on the most satisfactory explanation of its expediency.”

Clause 12 of Collectors' Instructions declares that the measure of a perpetual settlement, which the Government was proposing to launch upon, would be irreversible in its nature. It declares in strong terms how the periodical variations in the rates of assessment had brought about the ruin of the country and why that indefinite state should be ended and a definite permanent basis for rent as well as peshkash should be adopted to save the cultivator from all the loss and troubles he has been subjected to until 1802.

It must be remembered in this connexion that in the first chapters of this report, it was pointed out that the Circuit Committee, after examining all the aspects made various recommendations for future action. The Circuit Committee, in more than one place, expressed itself strongly, in favour of the abolition of the zamindari system, soon after the matters settled down and absolute peace was restored. And, there were many other competent officers, who strongly advised not to introduce the system of Permanent Settlement suddenly, but to wait until the ground was prepared through long leases, that might be granted of the villages and lands. But the authorities in England did not agree to this view. They very much regretted that the permanent settlement had not been introduced 20 years earlier. It was their firm conviction that if it had been introduced 20 years before 1802 and properly and honestly worked up, the agriculture, manufacture and commerce of this country would have been flourishing; and with the prosperity of India, Great Britain also would have been thriving.

Referring to the evil effects of periodical variations and enhancements of rents, they held that long leases and “ periodical corrections in the assessment would be in effect of the nature of a general increase and tend to destroy the hope of a permanent system with the confidence and exertions it is calculated to inspire.” “ Had such a system been adopted 20 years ago, and fairly followed, it is not to be doubted that the produce manufactures and commerce of the country would at this time have been in more flourishing state than they are and the people sensible of a new order of things of privileges and prosperity, unenjoyed before, would have risen in their character and felt real attachment to the Government from which these blessings are derived.”

The rule further laid down :—“ No conviction is stronger in our minds than that instability in the mode of administering our revenues has had the most prejudicial effects upon the welfare of the provinces, upon our affairs and the character of our Government, and of all the generated evils of unsettled principles of administration, none has been more baneful than the frequent variations in the assessment.”

Such were the principles thought out by the greatest administrators of Britain, for years together and formulated finally on the experience and failure in Bengal, in Regulations of the 13th July 1802 in Madras, with the sole purpose of preventing enhancement of rents and assessment. The whole legislation of 13th July of 1802 centres round this fundamental principle that the rate of rent and tenure should be fixed in perpetuity and should be made unalterable under any circumstances. Those who do not have

The Circuit Committee and many competent officers were for the completion of the zamindari system and opposed Permanent settlement.

But the Court of Directors did not agree to this view of the matter.

access to these rules of Instructions to the Collectors and the State documents referred to above, cannot be expected to understand the object, the scope and the intention of the promoters of these Regulations, when they are called upon to construe and interpret the fifteen sections of the Permanent Settlement Regulation XXV and the fifteen sections of the Patta Regulation XXX, and understand the full import of each provision and each idea underlying the words, compressed into brief language. It is for these reasons that it is laid down as one of the cardinal rules of interpretation of statutes, that to understand the real meaning, object and scope of the language used in statutes, you should go back to find out what the promoters of the legislation had spoken and written on the scope, intention and real meaning of the legislative enactments.

Interpreta-
tion of the
Regulation
XXV of
1802 by the
Government,
Board of
Directors
and Board of
Revenue.

Having done so far with the authorities on the subject, as they stood previous to the date of the Permanent Settlement, we shall now proceed to show, how, subsequent to the passing of these Regulations into law, the Government, the Board of Revenue and the Court of Directors, and other eminent men, had interpreted the provisions of these Regulations of 1802, July 13th; and, how they endeavoured to sustain the rights and privileges of the agriculturists during the last 136 years.

The zamindars, being wealthy and powerful have been putting up a fight to set at nought the rights of the cultivators from 1802 until now. Even though the occupancy rights which the cultivators had been enjoying from time immemorial had been declared in the Permanent Settlement Regulation and subsequently in Regulations IV and V of 1822, and the Rent Recovery Bill of 1863 and the Rent Recovery Act of 1865, the right of occupancy of the cultivators had been disputed in some form or other until it was finally and unequivocally declared in the Estates Land Act of 1908.

Then again as regards the rates of rent, the right of the agriculturist to pay the rent and enforce the rate fixed at the time of the permanent settlement, without any alteration or enhancement, has been disputed until now, notwithstanding the provisions of the Permanent Settlement Regulations XXV, XXX and XXIX of 1802, and the open declarations consistently made by the Government of India, the Madras Government and the Revenue Board, throughout upholding the right of the cultivator. It is, therefore, necessary that, we should examine the authorities on the subject, with a view to find whether they are conclusive on the question that the rate of rent was fixed unalterably at the time of the permanent settlement and that it had retained its unalterable character until now, notwithstanding the mis-directions given sometimes through the Rent Recovery Act and sometimes through the Estates Land Act, both by the Courts that were called upon to interpret and the Legislatures that were called upon to legislate.

In this connexion it might be noted that there was no Legislative Council in 1865. The Regulations and Acts were made only by the Governor-in-Council. In 1908, when the Estates Land Act was passed, the Legislature was an un-representative body, the members of which were echoing only the feelings of the higher classes without knowing anything of the masses, whose rights the Government of Madras and the Board of Revenue, had been upholding on all occasions.

After the Permanent Settlement Regulations of 1802, the next piece of legislation undertaken to clear the doubts created by the claims set up by the landholders, both with regard to the fixity of tenure and fixity of rent, were the Regulations IV and V of 1822.

Before we discuss the draft Regulations and Regulations IV and V of 1822, we shall refer to Mr. Hodgson's interpretation of Regulation XXV and XXX of 1802, with special reference to the expressions used therein "proprietary right," "right of occupancy" and "rent."

HODGSON'S REPORT OF 1808 AND DESPATCH OF THE COURT OF DIRECTORS.

Hitherto we examined the provisions of Regulations XXV and XXX of 1802 in the light of the State Documents and Collectors' Instructions, that had transpired before the passing of the Regulations on the 13th July, 1802, and pointed out that the object of the whole legislation of 13th July 1802 was to fix the tenure as well as the rates of rent in perpetuity so that the rent could not be enhanced under any pretext. Along with the instructions referred to above, the Collectors were informed that the Madras Government were fully convinced that the public prosperity and the welfare of the country, absolutely required the introduction of the system of Permanent Settlement, and that they were requested to make every exertion to have it introduced in the best possible manner and make it a complete success. The matter was reported to the Governor-General, and it is recorded in the Henry Morris's Historical Account of Godavari District (1878), in Chapter 15, page 278 of the Godavari District Manual. What the Governor-General expressed,

according approval to the arrangement made by the Madras Government for introducing the Permanent Settlement in Madras Presidency, is contained in the following passage :—

“ In expressing his approval of these arrangements the Governor-General distinctly informed the Government of Madras that the acknowledgment of a proprietary right in the zamindars who were then in possession, or in the proprietors who were about to be created, was not to be allowed in any respect to affect the rights of the ryots or others who had hitherto been, in any way, subject to the authority of the zamindars or other landholders ; nor was it to be understood as preventing the Government from passing any laws which might be considered expedient for the protection of the ryots.”

Observations of the Governor-General when he accorded approval to the arrangements for introducing permanent Settlement by the Madras Government.

From the above extract it is clear that the Governor-General himself declared while giving his consent for the introduction of the Permanent Settlement in Madras that the conferring of proprietary right on the zamindars was subject to the rights of the ryots or others who had been in possession subject to the authority of the zamindars or other landholders. Then the Regulations were drafted, introduced and passed on 13th July 1802, when they became Law. Under such circumstances with the rights and the duties of both the landholder and the cultivator specifically defined and blessed by everybody, one should have expected a peaceful passage for the measure in the years that followed. But that could not be. No sooner the Regulations became Law, than the zamindar started his campaign to contest the rights conceded to the cultivator under the Regulations. The weak point in the Regulation, wherein it was provided that in case of any dispute, with regard to rates of rent or right of occupancy, he could put the cultivator in a Court of Law and contest the same was taken advantage of by the landholder. He also found the strong point in his favour, in Regulation XXVIII, XXX and XXXII, wherein power was given to him to distrain the goods of the cultivator without going to Court,—whereas the cultivator was directed to go a Civil Court, to get any redress for the abuse of the power of distraint given to the landholder under the Regulations XXVIII and XXXII. It was a mere over-sight on the part of the Government and those who were responsible for the legislation of Permanent Settlement and all the Regulations of 13th July 1802. The distraint proceedings became very oppressive; the cultivator found himself in serious trouble, because he was not given the right to apply to the Collector to give him summary redress. While the cultivator was harassed in execution proceedings in this manner on one side, he had been subjected to constant litigation in the Law Courts in respect of the claims launched by the landholder for getting it declared that the proprietary right to the soil was conferred upon him under Regulation XXV of 1802, and that he was made the real landholder and the cultivator became a tenant in the English sense, deriving his title from the landholder. Again, the landholder denied that the rent and the rate of rent were permanently fixed at the Permanent Settlement; and claimed enhanced rents from the cultivators. That was the predicament into which the cultivator was drawn, even though the Madras Government and the higher authorities were anxious to support his rights at any cost. When, once, power was given to the Courts to decide the disputes, the richer man had always the upper hand. The poor man was bound to go to the wall because, he would not have the wherewithal to fight the litigation at a heavy cost. When the whole object of the Regulation was to give protection to the cultivator who forms the mainstay of the Government with regard to land revenue, and the Government took particular care to fix the peshkash as well as the rent permanently, it is inconceivable how the landholder took it into his head to defy the authorities and repudiate the rights of the cultivator in Courts of Law. The Patta Regulation was in force until it was repealed in 1865, by the enactment of the Rent Recovery Act VIII of 1865.

Even though the Law laid down in the Patta Regulation remained unaltered until 1865, the landholders had had the resources and the backing to continue the litigation year after year, from 1802 until 1865, which we take as the first main period. We shall now examine what happened under these circumstances between 1802 and 1865.

The methods adopted by the landholders for getting the rights of the cultivator negatived in Courts of Law and for oppressing the cultivator in the matter of collecting the rents through distraint processes, soon reached the ears of the Government, who were charged with the duty of maintaining the rights of the cultivators as well as landholders. Mr. Hodgson, a member of the Board of Revenue, was deputed to enquire into the state of affairs and report thereon. He investigated into the whole matter, studied the conditions and sent his report on the 28th March 1808, declaring the object, intention and scope of Regulation XXV and Regulation XXX of 1802. In his magnificent report he defined the meaning of the words ‘ proprietary right ’, ‘ right of occupancy ’ and ‘ rent ’ that was fixed permanently at the Permanent Settlement. Mr. Hodgson made the position clear by declaring in the same tone and with the same emphasis with Sir John Shore and Lord

Mr Hodgson's report.

Cornwallis that both the tenure and the rate of rent had been fixed permanently at the time of the Permanent Settlement and that it was not open to the landholder to claim any enhanced rate on any account. We give below the extract from the FIFTH REPORT in paragraphs 35 to 39 on page 977. We give it in full, because the exposition is so clear and lucid that the doubts of even the worst pessimist could be cleared. It runs as follows :—

EXTRACT FROM THE FIFTH REPORT (PAGE 977)—MR. HODGSON ON THE PROVINCE OF DINDIGUL, DATED 28TH MARCH 1808.

Paragraph 35.—"It was not at that period known, and I regret much to say, is not now generally admitted that two rights could, under the words 'proprietary rights,' in the Regulations, exist; that the cultivators could possess, one right, and the zamindars, another; yet both be distinct rights. It was argued, that the words 'proprietary right,' so frequently used in the Regulations, and so formally confirmed by Sannad-i-Milkiyat Istimrar on all zamindars, hereditary or by purchase, was an unlimited right; that is, an undefined power, or a power to be exercised, according to the direction of the proprietor, over all the land of the zamindari or estate. It is declared to be inconsistent with 'proprietary right,' that the proprietor should be guided by any other rule than his own will, in demanding his rent; and emigration, under this interpretation, is admitted to be the only relief from an excessive rent. This mode of reasoning would not, perhaps, have gained so much ground, if it had been within the means of all, to have obtained the perusal of the interesting discussions on the subject, between the Right Honourable Marquis of Cornwallis and Sir John Shore, the Bengal Regulations, and the proceedings of the Board of Revenue at Madras, on proposing the introduction of the Permanent System. If general access to these documents could have been obtained, or means had been taken to circulate them or at least the part which bears on this subject, it would have been distinctly seen, that the first principle of the permanent system was, to confirm and secure the rights of the cultivators of the soil. To CONFIRM AND SECURE, are the terms which must be noted, because no new rights were granted, nor any doubts entertained upon the following leading features of their right, viz :—

First.—That no zamindar, proprietor (or whatever name be given to those persons), was entitled by law, custom, or usage, to make his demands for rent, according to his convenience; or in other words,

Second.—That the cultivators of the soil had the solid right, from time immemorial, of paying a defined rent, and no more, for the land they cultivated.

Paragraph 36.—This right is inherent, in all the cultivators, from the most northern parts of India, to Cape Comorin. I shall have the occasion hereafter to show, how the right came to be of more or less value in different parts of the Indian Empire.

Paragraph 37.—The 'proprietary right' of zamindars in the Regulations is, therefore, no more than the right to collect from the cultivators, that rent which custom has established, as the right of Government, and the benefit arising from this confined, first, to an extension of the amount, nor of the rate of the customary rent by an increase of cultivation;—secondly, to a profit in dealings in grain where the rent may be rendered in kind;—thirdly, to a change from an inferior to a superior kind of culture, arising out of a mutual understanding of their interest, between the cultivator and the proprietor.

Paragraph 38.—Such is my interpretation of zamindari proprietary right; and such it stands proved to be, in all the documents I have referred to.

Paragraph 39.—Paley, in his Philosophy, defines property in land, to be a power to use it to the exclusion of others."

DESPATCH OF COURT OF DIRECTORS.

Despatch of Court of Directors—purpose of the Regulations XXV and XXX of 1802.

After the enactment of all the Regulations of 1802, we have quoted Mr. Hodgson's statement of interpretation as the earliest authoritative pronouncement of 1808. The matters reached the Court of Directors in England and they addressed their first Revenue Letter on 16th December 1812. They sent another Despatch in which they again declared in unequivocal terms, what the intention of Regulations XXV and XXX was with regard to the rights of the cultivators. In paragraph 107 of the FIFTH REPORT they expressed themselves in the following terms :—

"In furnishing you with these instructions, for the enforcement of pattas, we think it proper at the same time to declare that we by no means intend that the zamindars should be realizing from the provisions of the existing law relating to the rates of assessment on the land, but that he be equally liable as before to the penalties attendant upon an infringement of them."

“ Another numerous class of cases described in Regulation XXXII of 1802, namely, those of disputed boundaries, the Collectors should have the nominal jurisdiction, that is, he (or his subordinate officers) according to the extent, should decide on the *verdict of a Panchayat*—*We see no other mode of settling such litigated points in a satisfactory manner.*”

“ We have only further to add to this Despatch, our particular injunction that any regulation which you may pass for the purpose of making alterations of the system we have prescribed, that they be expressed in a *style and in a language most familiar to the natives* and divested of technical terms borrowed from the legal forms and phrases of our judicatures in this country and that you also employ a practicable mean of circulating them among the inhabitants and of rendering them acquainted with the nature of such regulations.”

No comment is necessary on the declaration of the Court of Directors on the rights of the cultivators and the intention of the legislature. They were anxious that justice should be done to the cultivator and that any modification in the law that might be made, should be published in the simplest language that is understood by the cultivators, without mixing it up with legal terms borrowed from England.

With regard to the oppressive character of the power given to the landholder under Regulation XXVIII of 1802, the Court of Directors declared as follows :—

“ We trust, that in consequence of our former reference to this subject it has already occupied our attention—we are of opinion also that the regulation relating to ‘ *Distraints* ’ require revision and amendment. The power of distraint without judicial process, which is given by Regulation XXV of 1802, is admitted to be one of the worst oppressions to which the ryots and others can be exposed.

The Patta Regulation duly observed with other Regulations is the best safeguard against such oppressions and would have the effect of preventing in a great degree those disputes respecting rent, by which the country is so frequently disturbed. The enforcement of it is a concern of the Government and the means of carrying it into execution ought to be secured by an adequate process.’ (See FIFTH REPORT, paragraph 105.)

Again, in the same paragraph they declared as follows :—

“ We cannot pass by this opportunity of recalling your attention, the observations contained in our Revenue Letter of 16th December 1812, as to the enforcement of the Regulations concerning Pattas, a strict observance of that Regulation would tend, we are convinced, equally to the benefits of the landholders and their tenants, by rendering their respective rights and obligations more certain, it would facilitate the settlement of disputes concerning rent or cultivation and would thereby operate as an additional relief to the Courts of Justice.”

Such was the feeling of the authors of these Regulations, and such was their anxiety to see that they were properly enforced and justice was given to the cultivators. But they did not know that when they gave jurisdiction to Courts to decide these disputes, they gave litigation to the cultivator along with the rights declared. If only they had not given jurisdiction to Courts to decide these disputes, but on the other hand declared in unambiguous terms that the permanent right of occupancy and the unalterable character of the rate of rent, in the same terms in which the peshkash had been done, there would have been no trouble at all. Just as the Zamindar has been paying the peshkash without raising any question about the validity or the quantity or the quality, in the same manner the cultivator would have been paying the rent, if the moderate assessment had been declared in the same terms. But it is easy to charge the authors of the legislation, at this distance of time without realizing the position in which the authorities were placed at that time. None can question the bona fides of Lord Cornwallis, Sir John Shore, the Governors and the Board of Revenue, who had done everything in their power, from the earliest day until 1808, to protect the rights and privileges of the cultivators.

DRAFT REGULATIONS IV AND V (1822).

NEXT, we come to the Regulations IV and V of 1822. Notwithstanding the declaration made by Mr. Hodgson in his Report in 1808, and the Court of Directors, in their Revenue Letter, dated 16th December 1812, and later in their Despatch, the Zamindar did not desist from contesting the rights of the cultivators. The matters reached a stage when the Government of India and the Government of Madras, decided to pass Regulations IV and V for clearing the doubts that had been raised by the landholders over the rights and privileges of the cultivators. Before the Regulations IV and

Regulations IV and V of 1822 were passed to remove some doubts about the scope and meaning of the Regulation XXV of 1802.

V were passed there was correspondence between the Government of India and the Governor of Madras, with regard to the measures that should be adopted for clearing the doubts and maintaining the rights of the cultivators. We consider it desirable at this stage to give the Extracts from the INDEX OF THE PROCEEDINGS OF THE BOARD FOR PREPARING REGULATIONS, which sets out the correspondence that passed between the Governor-General and the Governor; and, the draft Regulations which gave more detailed particulars than the Regulations themselves. A careful study of this will give a graphic picture of the happenings of the period and the anxiety with which the Court of Directors in England, the Governor-General of India, and the Government of Madras hurried through the legislation with a view to give immediate redress to the cultivators.

The Extracts of the two Draft Bills of Regulations IV and V of 1822, will show how the Government were anxious to extend protection to the ryots, soon as the defects in the Regulations of 1802, were brought to the notice of the authorities. They also show that at every turn they were anxious to safe-guard the rights and interests of the innocent cultivators. Further, they prove that the Village System was intact and the Village Panchayats were functioning very successfully and that notwithstanding the establishment of Courts, Civil and Criminal, the Government were having more faith in the speedy and effective disposal of all disputes by the Village Panchayat. The Village Panchayats referred to in the draft Regulations IV and V of 1822 were dropped in the final forms when they were placed in the Statute Book.

Correspondence between the Governor-General and the Governor of Madras at the time of the passing of Regulations IV and V of 1822.

INDEX OF THE PROCEEDINGS OF THE BOARD FOR PREPARING REGULATIONS IV, V, VI AND VII OF 1822.

From Government of India, dated 16th April 1822, transmitting four drafts of Regulations with a desire that they be examined and revised with as little delay as possible. Page 23.

From Government the 24th May, transmitting extracts from the proceedings of the Poudarry. Addart, dated 7th June 1821—and desiring to prepare a draft of Regulations adopting the provisions contained in Sections 2, 3, 4, 5 of Regulation XII of 1818 of the Bengal Code. 37.

The Government 26th June, transmitting draft of Regulations for extending the powers of Criminal Judges in the trial of persons charged with breaking into houses. In conformity with the instructions contained in sections—Mr. Hill's letter of 24h May last. 61.

To Government, dated 6th July, submitting drafts of 2 Regulations marked 'A' and B,' one for declaring the true intent and meaning of Regulations XXV, XXVIII and XXX of 1802, so far as they relate to the rights, etc., and the other for vesting in Collectors authority to take primary cognizance in certain cases of suits cognizable summarily by Zilla Courts. 70.

(Regulations IV and V of 1822, vide reply 12th July).

From Government 12th July, returning drafts of two Regulations (submitted on the 6th instance) which have been passed by Government with a few verbal alterations to be made and returning also the draft of a Regulation for conferring certain jurisdiction on Collectors that it may undergo the alterations suggested by the observations made by the Governor in Council (Regulations IV and V of 1822). 87.

To the Inspector of the Government Press, dated 31st July, Regulations Stube and Regulation IV of 1822. 247.

Distributed Circular, dated 31st August 1822. 263.

To the Board preparing Regulations.

Page 23.—From the section to the Government of India dated transmitting four drafts of Regulations with a desire that they be examined and revised with as little delay as possible.

Received the following letter from the Government Judicial Department to the Board for preparing Regulations,

Gentlemen,

I am directed by the Hon'ble the Governor in Council to transmit to you the accompanying four drafts of Regulations and to desire that they be examined and revised by you with as little delay as practicable

FORT ST. GEORGE,
April 22.

Along with Regulation IV of 1822 there was also the Madras Regulation V of 1822 passed simultaneously to give greater protection to the ryots in the matter of enforcing the rights conferred upon them under the Patta Regulation XXX and Regulation XXVIII of 1802. This was enacted because it was noticed that Regulation XXXII of 1802 passed on the same date with Regulation XXV, XXVIII and XXX of 1802 affected seriously the position of the cultivators with regard to the forum assigned to him in case of any dispute with the zamindars.

The draft of Regulation V of 1822 runs as follows :—

Why this Regulation was passed rescinding Regulation XXXII of 1802 was made clear in the preamble. It was noticed that the powers vested in landlords under the Patta Regulation XXX and XXVIII of 1802 were drastic and prevented the ryots from getting prompt and quick redress from the abuse of those powers and that provision made in Regulation XXXII, that ryot should seek his redress by regular suits in the Civil Courts was calculated to cause delay and also much expense to the ryots who did not possess sufficient means to bear—for these two reasons Regulation XXXII was repealed and the power was given to Collectors to hear all cases regarding arrears of rent, rates of assessment, rights of occupancy and all such cases by a summary process and give redress to the ryots by enforcing penal clause relating to payment of damages, granting of pattas and receipts, and, collection of excess rents. Another important feature of this Regulation and also Regulation IV of 1822 was in empowering Collectors to refer all cases of disputes to Panchayats for decision and speedy disposal. Regulation IV of 1822, before it took final shape contained a clause in the draft relating to the reference of disputed matters to the Panchayats for decision. But it was dropped.

Draft Regulation IV and V of 1822 was sent to the Board of Revenue by the Governor-in-Council, for examination and revision. Draft Regulation IV and also V ran as follows :—

II. It is hereby declared that the provisions of Regulation XXV, XXVIII and XXX of 1802 were not meant to define or limit the actual rights of any description of landholders or tenants, but merely pointed out, in what manner tenants may be proceeded against in the event of their not paying the rent justly due from them leaving them to recover their rights if infringed with full costs and damages in the Established Courts of Justice.

Regulation XXV, XXVIII and XXX of 1802, declared not to define or limit the rights of landholders or tenants.

(ENCLOSURE No. 2.)

A Regulation for vesting in Collectors authority to take primary cognizance of suits arising in XXVIII and XXX of 1802 in cases where the Revenue Officers of Government are not parties and to refer such suits in certain cases direct to the Panchayats for decision and for modifying and extending the provisions of these Regulations passed by the right Honourable Governor in Council, Fort St. George.

REGULATION V OF 1822 (DRAFT).

For vesting in Collectors authority to take primary cognizance in certain cases of suits cognizable summarily by Zilla Courts under Regulations XXVIII and XXX of 1802 and otherwise modifying the provisions of those Regulations for rescinding Regulation XXXII of 1802 and for vesting in Collectors the summary cognizance of cases which under that enactment were cognizable by Zilla Courts and for authorizing the Collectors to refer all such suits for the Panchayats for decision and for extending the provisions of Regulation XII of 1816 passed by the Honourable the Governor in Council, Fort St. George, on the 19th of July 1822.

Draft of Regulation V of 1822.

Preamble.—Whereas the provisions of Regulations XXVIII and XXX of 1802 have been found insufficient for the true protection of the ryots inasmuch as the powers they vest in landholders are prompt and summary while sufficient redress for the abuse of those powers must frequently be sought by the institution of a regular suit to the expense of which the means of ryots in general are inadequate and it has been deemed expedient to vest Collectors with authority to take primary cognizance of all cases which by the provisions of those Regulations are cognizable by summary suits in the Audulut, provided the officers of Government are not parties in the case and to authorize the said Collectors to enforce in the first instance the penalties prescribed by those Regulations their decision being subject to revision by the Civil Courts when parties may choose to have recourse thereto—and whereas, the provisions of Regulation XXXII of 1802 do not afford a remedy sufficiently preventing cases of sudden and violent disputes respecting the occupancy, cultivation and irrigation of land and it is expedient to rescind that Regulation and refer to the Collectors of the Revenue, the summary enquiries which under it were cognizable by the Audulut of the Zilla and whereas disputes as well regarding arrears of rent and rates of assessment as regarding the occupancy and cultivation of land may occasionally

be adjusted by the Panchayats to the relief of the ryots and the furtherance of justice and it is deemed proper to enable Collectors to refer such cases to Panchayats for decision and to the extent of the provisions of Regulation XII of 1816—The Honourable the Governor in Council has therefore enacted the following rules to be enacted to be in force from the date of their proclamation.

II. Collectors are hereby authorized to take primary cognizance by summary process of all cases which in provisions of Regulation XXVIII and XXX of 1802 were summarily cognizable by Zilla Courts with the exception of the cases referred to in Regulation XXV, Regulation XXVIII of 1802 and they shall have power to assess such damages, penalties and costs as may appear to them proper but not exceeding in any case the amount limited in the particular provision of Regulation, in which case was respectively cognizable in the Zilla Courts.

These Regulations and the previous declarations have made it clear that:—

“The cultivators of the soil had a solid right of paying a defined rent and no more, for the land they cultivated from time immemorial, and that the zamindars could not make their demands for rent as and whenever they pleased.”

Regulations IV and V are printed in the appendix. They may be referred to, to ascertain how the reference to the Panchayats was dropped in the final Regulations.

PATTA REGULATION XXX AND COLLECTOR'S INSTRUCTIONS.

The last clause to the preamble in Regulation XXV of 1802 runs as follows:—

Fixity of
rent.

“And to fix for ever a moderate assessment of public revenue on such lands the amount of which shall never be liable to be increased under any circumstances.”

To understand the full meaning of these words, we must refer to the preamble of Regulation XXX of 1802 that was passed on the same date. It runs as follows:—

“It being advisable that the existing indefinite mode of dividing the produce of the earth, and of accounting for customary ready money revenue, *should be abolished*, to the end that the cultivators and under-tenants of land may have the benefit and protection of *determined agreements* in their dealings with superior landholders and farmers of land, and it being necessary to the security and comfort of the cultivators and under-tenants that the *terms of such agreement should be made specific to the end, that the cultivators and under-tenants being sensible of the advantage of such security may have recourse to them for the prevention of disputes*; wherefore the following rules have been enacted for the execution of the pattas between the proprietors or farmers of land or Aumils, and under-tenants, under-farmers or ryots.”

Thus simultaneously while proposing to fix for ever a moderate assessment of public revenue on all the lands, the indefinite mode of dividing the produce of the earth and accounting for the customary ready money revenue, that was existing until 13th July 1802 was abolished; and in its place the “determinate agreements” were proposed to be substituted for the protection of the cultivators. And for which purpose the execution of pattas and muchilikas and exchange of the same was prescribed.

From this it is clear that the old system of paying and accounting for the ready money was abolished and in its place pattas and muchilikas which would contain the determined agreements, that is, the agreement by which the rates of rent were fixed for ever, and their exchange were substituted, while at the same time, as between the Government and the landholder, similar determinate agreements with regard to payments of peshkash or Government share of the revenue, were proposed to be inserted in the Sannads and Kabuliats, the exchange of which also was made compulsory.

Rent should
be ascer-
tained and
fixed perma-
nently and
entered in
the patta
never to be
enhanced.

It has already been pointed out that the validity of a sannad is always dependent on the fulfilment of the conditions referred to in sections 3, 8 and 14. Section 14 of Regulation XXV has laid down that the patta or the cowl which the landholder gives to the cultivator should *define the amount* to be paid by him and every condition of the engagement should be explained in the patta.

The words “*defining the amount to be paid by him*” in section 14 of the Permanent Settlement Regulation convey the same meaning as the words “determinate agreements” referred to in the preamble of the Regulation XXX. “Defining the amount” and “determinate agreements” mean that the rent should be previously ascertained and fixed as permanently as in the case of peshkash, so that both would become fixed for ever and would thus constitute a moderate assessment of public revenue on all the lands; and the amounts of both shall never be liable to be increased under any circumstances.

It is only when the peshkash and the rates of rent are fixed once for all without being liable to any alteration in the future, that the assessment of all the lands liable to pay revenue to the Government, would be fixed for ever as required by section 2, Regulation XXV of 1802. The determination of the peshkash and the rates of rent must precede the permanent settlement and they must be embodied in the sannads of the zamindars and the pattas of the cultivators. Unless and until this is done neither the sannad nor the patta would become a valid deed of title.

The right to recover or the right to claim does not accrue to the landholder or to the Government or to the cultivator, unless the peshkash and the rate of rent are permanently fixed.

The exchange of pattas and muchilikas referred to in sections 3, 8 and 14 does not mean entering into new agreements year after year with regard to rates of rent. As far as the rates are concerned they are fixed in perpetuity, when they are ascertained and entered in the sannads and the pattas. And it is only after that is done, that the permanent settlement takes place and the rights vest in the respective parties as directed by Regulations XXV and XXX of 1802, and other connected regulations. Pattas enjoined by Regulation XXV are not yearly documents.

Thus the fixity of tenure and the fixity of rent have both been provided for under the two Regulations which have been made interdependent so as to constitute the permanent settlement by fixing, for ever, a moderate assessment of public revenue on all the lands in the estates.

Having stated all that is possible on the Regulations XXV and XXX of 1802, as the words of the sections convey in their natural sense, we shall now proceed to quote in support of the conclusions drawn by us authorities both prior to the passing of these regulations and after the passing of these regulations.

With regard to the meaning of the words "proprietor of the soil" which became the cause of so much trouble, we have quoted previously the extract from the State papers of the Governor-General of India by Sir George Forrest. These regulations were not conceived, drafted and passed into law, over night by the Governor in Council. In those days when there were no legislatures, they were initiated and thrown open to discussion amongst all the officers concerned before the proposals were formulated.

Sir John Shore, who became Lord Mornington later, and Lord Wellesly were the originators of these proposals relating to the permanent settlement. They first discussed between themselves and then called for reports from the Board of Revenue and the Collectors and others before they formulated their scheme.

So far as the Madras Regulations are concerned Sir John Shore, who by that time became Lord Mornington, presided over the meeting of the Governor in Council in the Fort St. George on 4th September 1799, where he, Lord Clive and three others signed the letter which was addressed to all the Collectors in the presidency giving them full instructions about the proposals for the permanent settlement. In the course of the letter, they stated as follows in paragraphs 3 and 4:—

Paragraph 3.—"You will also prepare every necessary information respecting the rights of the talukdars and the under-tenantry throughout the different districts, that in confirming the proprietary rights of the zamindars, we may not fail to ascertain the rights of the other individuals." Collectors' instructions.

Paragraph 4.—"In the Havelly lands, in which the proprietary right in the soil is vested immediately in the Government, you would prepare and form a small subdivision of the estates from 1—10,000 pagodas and annual jummahs and you will apportion the allotment of such estates with due commutations of their assets, it being our intention whether it may practically be disposed or otherwise to transfer the proprietary right in all such lands to native landholders."

Such was the letter addressed to the Collectors in which the Instrument of Instructions was embodied. In this Instrument of Instructions to Collectors, there are 74 clauses, which enable the public to understand the scope, object and intention of the authors of the Regulations and everything relating to the provisions of the Regulations XXV and XXX of 1802.

Before this Instrument of Instructions was circulated to the Collectors, they had been discussed and minutes recorded by Sir John Shore, Lord Cornwallis and others, who were pledged to stand by the innocent masses of this country and who had striven their level best to protect their rights in every possible manner.

Before referring to the Instrument of Instructions given to the Collectors, we shall first refer to the extracts taken from Selections from State-papers of the Governor-General of India edited by Sir John Forrest. In support of the statement that the rates of rent had *been fixed in perpetuity before the permanent settlement of 1802*, we give the following passage from the State-papers of the Governor-General of India, Volume I, introduction from pages 119 to 207 at page 198. The passage runs as follows :—

Sir John
Shore's
famous
minute.

“ On June 18, 1789, Sir John Shore (afterwards Lord Mornington), issued his famous minute respecting the permanent settlement of lands in Bengal. This able State-paper occupies 70 closely printed *folio pages of the Fifth Report*. At the close of the minute, he states the main principles on which it is based, (1) the security of Government with respect to its revenue, and (2) the security and protection of its *subjects*. The former will be best established by concluding a permanent settlement with zamindars or proprietors of the soil; the land, their property is the security to the Government. The second must be ensured by carrying into practice as far as possible, an acknowledged *maximum of taxation*. *The tax which each individual is bound to pay ought to be certain, not arbitrary*. The time of payment, the manner of payment, the quantity to be paid ought all to be clear and plain to the contributor and every other person.”

The above passage was selected from the State-papers, from Sir John Shore's minute. The two main principles enunciated by Sir John Shore, with regard to the permanent settlement of Bengal were :—

- (1) Security of the Government with regard to its revenue; and
- (2) security and protection of its *subjects*.

He declared that the security of the Government revenue will be established by entering into permanent settlement with the zamindars, who were also called the proprietors of the soil. The security and protection of its subjects could be secured according to Sir John Shore, by *fixing the maximum of taxation on the land*, by which is meant, that the tax which each pattadar was going to pay should be certain and not liable to variation. He said that the time of payment, the manner of payment, and the quantity to be paid, should be clear and plain to the person who is to make payment and also to other persons. This was written on 18th June 1789, i.e., 13 years before the Regulations of 1802.

Again from the same book “ page 207 ” we have taken the following passage, which explains how under these Regulations, both the fixity of tenure and the fixity of rent had been conferred upon the tenant. The passage runs as follows :—

“ Our Government, Warren Hastings wrote, has admitted the opinion of their (zamindars') rightful proprietorship of the lands. The permanent settlement confirmed that opinion, but the regulation of 1793, establishing that measure and the Code of Law that accompanied it, had provisions *incompatible with their being absolute proprietors*. The rights of the Talukdars and others who held lands under the zamindars were recognized and protected as long as they paid *the established assessment*. *The occupying tenant or the ryot had had bestowed on him fixity of tenure and the fixity of rent*.”

The words “ Proprietors of the soil ” or “ Proprietary right to the soil ” made some people doubt whether it was not an absolute right that was conferred upon the zamindars, particularly when such words were used in the Permanent Settlement Regulation itself. It was to clear such doubts, it was pointed out in the above extract that whatever words might have been used in the permanent settlement, the real meaning was made clear by referring to the provisions of the regulations, which left no room whatever for doubt. It is with this object that we have examined the provisions of Regulations XXV and XXX of 1802 at length to point out that it was only a very limited right that was assigned to the landholders by the Government under the Permanent Settlement and the sannads issued for the same. How the tenants' rights were protected by confirming the two principles, the fixity of tenure as well as the fixity of rent simultaneously has been declared in the passage quoted above.

Extract
from State
papers
edited by
Sir John
Forrest.

Again, we quote from Volume II from the same State papers edited by Sir John Forrest to further strengthen and support that the rate of rent fixed at the time of the Permanent Settlement and also the tenure were fixed for ever and that they were unalterable. At page 93, you find the passage which runs as follows :—

“ In order to simplify the demand of the landholder upon the ryot or the cultivator of the soil, we must begin with fixing the demand upon the former; this done, I have little doubt but that the landholders without difficulty be made to grant pattas to the ryots upon the principles proposed by Mr. Shore in his propositions for the Bengal Settlements.

"The value of the produce of the land as is well known to the proprietor and to the ryot who cultivates it and is a standard which can always be reverted to by both the parties, for fixing equitable rents.

"Mr. Shore's propositions, that the rents and right by whatever rule or custom, they may be demanded, shall be specific as to the amount payable, that the landholders shall be obliged within a certain time to grant the pattas and that no ryot shall be liable to pay a sum more than that specified in the patta, if duly enforced by the Collector will soon obviate the objection to a fixed assessment found on the indefinite state of the demands of the landholders upon the ryots.

"We agree with Mr. Shore that some interference on the part of the Government is undoubtedly necessary for affecting an adjustment of the demands of the zamindars upon the ryots."

This must make the position clear that the rent which was in an undefined state before the Regulations XXV and XXX were passed was defined by sections 4 and 14 of Regulation XXV, which compel the landholder to issue a patta to the cultivator defining the amount to be paid by him. The word "defining" is used in section 14 as against the word "undefined" in the above passage.

The next passage which explains in clear language the meaning of the expressions "fixity of rent" and "fixity of tenure" at page 96, runs as follows:

"Neither is the privilege which the ryots in many parts in Bengal enjoy of holding possession of the spots of land which they cultivate so long as they pay the revenue assessed on them by any means incompatible with the proprietary rights of the zamindars. Whoever cultivates the land the zamindar can receive no more than the established rent which in most places is fully equal to what the cultivator can afford to pay. To permit him to dispossess one cultivator for the sole purpose of giving the land to another would be vesting him with a power to commit a wanton act of oppression from which he could derive no benefit. The practice which prevailed under the Moghul Government of uniting many districts into one zamindari and thereby subject a large number of the people to the control of one principal zamindar rendered some restrictions of this nature absolutely necessary. The zamindar, however, may sell the land and the cultivators must pay the rent to the purchasers."

Clearer language cannot be employed to establish that the intention of the legislature was to prevent the landholder from enhancing the rent as he had been doing in the past and ejecting the cultivator, whenever he would find another man who could pay him a little more than what he had been receiving.

We have already explained the meaning of the sections 8 and 9 of Regulation XXV of 1802 and pointed out that the power of enhancing the rent was taken away from the landholder and his transferees. In support of this construction, we quote from the same Volume II—Documents, at page 97. The following is an instructive and conclusive authority:—

"With regard to the rates at which the landed property transferred by public sale for arrears or it may be added, by private sale, are to be assessed, I conceive that the new proprietor has a right to collect no more than what his predecessor is legally entitled to, for the act of transfer certainly gives no sanction to illegal impositions. I trust however that due enforcement of the regulations for obliging the zamindars to grant the pattas to the cultivators as proposed by Mr. Shore will soon remove these objections to a permanent settlement. For whoever is the proprietor of the land, after these pattas have been issued, will succeed to the tenure, under the condition and with the knowledge that these pattas are to be the rules by which rents are to be collected from the ryots."

Rents were permanently fixed for ever at the time of Permanent Settlement,

The meaning of this is simple. It is that the rents should be ascertained and fixed in perpetuity before the granting of the pattas. They will operate as rules relating to rents which should prevail as final rates and which are not liable to be enhanced under any circumstances in the coming years. The pattas must be directed to be registered immediately. The rates of rent fixed for ever before the Permanent Settlement and embodied in the pattas issued under the Permanent Settlement would remain the same for ever in all the pattas that may be issued after the Permanent Settlement so far as they related to the lands that were under cultivation then.

The issue of pattas every year or periodically was prescribed in the Patta Regulation with a view to help the landholder by enabling him to insert in the patta any waste land that was newly brought under cultivation in the particular year, on which he would be

entitled to fix and collect a rent not exceeding the rent fixed in the year preceding Permanent Settlement; and thus add to his income as provided under the regulations. The exchange of pattas and muchilikas was intended in a large measure for the regulation of relations between the ryots and the zamindars; and this was done at the instance of Lord Cornwallis, who agreed with Sir John Shore about the measures to be taken for protecting the rights of the cultivators from the zamindar's attempts to go beyond the powers of (1) fixity of tenure, and (2) fixity of rent.

Provision for the yearly renewal of patta was intended for the inclusion of waste land cultivated in that particular year.

At page 114, Volume II, it is clearly pointed out that, "the alteration in the principles of the system of management by fixity of tenure and fixity of rent had become indispensably necessary in order to restore this country to a state of prosperity and in order to enable it to be a solid support of the British interest and power in this part of the world." It was very noble of the then rulers that they should have been so very anxious to develop the country agriculturally as well as industrially as stated in the preamble to the Regulation XXV of 1802, in the interests of both the rulers and the ruled.

If the East India Company had not removed the original foundations of the village and village autonomy and introduced the ryotwari system and the zamindari system, India would not have been reduced to her present position and Englishmen would not have been compelled to assign away the Indian markets to Japan and other countries.

Exchange of pattas and muchilikas containing a fixed rent and tenure was made a condition precedent to the Permanent Settlement.

We have already stated that according to the Regulations XXV and XXX of 1802, the fixing of tenure and the fixing of rent in perpetuity and embodying it in the pattas and muchilikas should precede the permanent settlement and the issue of the sannad. It was so done in Bengal as well as in the Madras Presidency.

The passage at page 116 of the Volume II of the State-papers of the Governor-General of India contain the Minute, dated 6th March, 1793, at page 120. It runs as follows:—

"From the proceedings which we shall forward to you by the next despatch, you (Court of Directors) will find that we have anticipated your wishes respecting the pattas to be granted by the landholders to the ryots. It is with great pleasure that we acquaint you that throughout the greater part of the country specific agreements have been exchanged between the landholders and the ryots, and that where these writings have not been entered into the landholders have bound themselves to prepare and deliver them by fixed periods."

This bears out that before the Permanent Settlement was proclaimed, that is 20 days before the proclamation in Bengal, pattas containing the rates of rent, fixed in perpetuity had either been exchanged and where they had not been entered into, the landholders bound themselves to exchange within a fixed period, before the proclamation was issued. The date of the minute quoted above is 6th March 1793, and the date of the proclamation in Bengal is 22nd March 1793. This proves what Lord Cornwallis had stated in the above passage on this. No greater evidence can be placed before the country than the statement of Lord Cornwallis that the grant of pattas was a condition precedent to the permanent settlement. The same thing happened in Madras. If all the pattas had not been executed before the date of the permanent settlement, a period of six months was fixed, from the date of the Permanent Settlement within which the exchange of pattas and muchilikas should be made (see section 3 of Regulation XXX of 1802); while the time for the exchange of pattas and muchilikas with tenures and rates of rent fixed in perpetuity was fixed at six months, in section 3, two years' time was given for the consolidation of the various kinds of other levies into one, under section 6 of Regulation XXX.

Section 6 of Regulation XXX runs as follows:—

"Where the rents or revenue of land payable either in money or in kind to the proprietor may have been collected under various denominations, in addition to that of the proprietor's share, such as cannongoi and cavelly rusesooms or other charges, they shall be consolidated in the pattas into one specified sum of money or quantity of grain; and in the event of claims being instituted by the proprietors of the land on engagement in which the rents or revenues may not be so consolidated, such claims shall be unsuited with cost before the Adalat of Zila from or after the expiration of two years subsequently to the time when the permanent assessment of the land revenue may have been fixed."

From the above sections 6 and 2, of Regulation XXX it is clear that six months time was given for the exchange of patta in the cases in which the pattas had not been so exchanged before the Permanent Settlement, and two years time was given for the consolidation of levies unconnected with the rent proper into one and inclusion of the same in the pattas.

Pattas exchanged before the Permanent assessment or within six months after the assessment constituted muniments of title to the cultivator in which both his tenure and the maximum rate of rent, which he was liable to pay, were entered, and this became unalterable. Pattas—muniments of title.

Patta is not a cowle, or a lease or an agreement to terminate at the end of the year. Section 12, provided that if the patta was not renewed at the end of the year, it shall be construed to be in force until renewed. And if the pattas have not been renewed even after the commencement of the fasli, that shall be construed to be in force and binding on the respective parties throughout the fasli.

Under section 13 of Regulation XXX, it is laid down that where estates or parts of estates are sold, or transferred after the liquidation of the arrears of rent or arrears due to the Government such pattas as may have been granted, by the former proprietor shall cease to have affect at the end of the fasli in which such lands might have been sold; and new pattas shall be issued by the purchasers. The grant of the receipts was made compulsory under section 14 of Regulation XXX as is done in section 14 of Regulation XXV. Failure to issue receipts was made punishable.

Excess collection was held to be extortion under section 11. And refusal to issue patta after the expiration of six months, makes the landholder liable to prosecution in the court in addition to the damages to which he would be made liable. Refusal to issue patta made the landholder liable to prosecution.

Thus all the rules laid down from the sections 1 to 15 of Regulation XXX, have created obligations and some of them irretrievable obligations and conditions precedent and have made the so-called proprietorship to the soil a mere oriental appellation, conveying nothing real in it.

The meaning of the cardinal rules of Regulations XXV, XXX and XXIX, and the correct interpretation of the same have been established by the quotations given from the State documents relating to the objects and intentions of the authors of the Regulations as declared before the framing of the Regulations.

We have further proved the same by quoting the important rules from the instructions issued to the Collectors by Lord Mornington (Sir John Shore), Lord Clive and others before the passing of the Regulations. We shall further prove the same by quoting authorities subsequent to the date of the Permanent Settlement.

The letter issued by Lord Mornington, and Lord Clive, who was then the Governor of Madras, after the receipt of the report from the Collectors on the proposed changes in the revenue system had been quoted above. That letter is dated 4th September 1799.

After six years of study of the working of the permanent settlement in Bengal, since its establishment in 1793, Lord Mornington, the then Governor-General, came to Madras and presided over the Governor's meeting and signed that letter. Later, on the 15th October 1799, instructions were issued to the Collectors (elaborate) in the Documents signed by Mr. William Petrie, Charns A. White, Thomas Cockburn, William Harrington.

These instructions are contained in 74 clauses. We have published a full extract of these instructions as an Appendix to this report. We are quoting hereafter the substance of only the important clauses which explain the intention and object of the Regulations, the circumstances under which the change in the system was introduced and the meaning of some expressions over which controversy raged subsequent to the permanent settlement.

ESTATES SOLD ON CONDITION THAT HIGHER RATES WILL NOT BE DEMANDED. MASULIPATAM ZILLAH.

Before this, we quoted authorities from the State Documents and Collector's Instructions to establish the scope of Regulations XXV, and XXX of 1802, the object and intention of the authors of the Legislation as they had been declared and published before the date of the Permanent Settlement. There is yet another class of documents of the same group which establish the same results. It has been pointed out already that zamindaris and poliams were Estates which had existed prior to the Permanent Settlement. In contradistinction, we have another class of Estates called the 'Havelly Estates' which were formed at the time of the Permanent Settlement from out of the land which became the absolute property of the Government, without any intermediary between the cultivators and the Government. For these Estates also, the rate of rent and the tenure were fixed, for ever, at the time of the Permanent Settlement. In proof of this, we find it so stated in the conditions of sale. Before they were put to auction, proclamation was issued and conditions of sale had been printed and affixed in Collector's office and at the office of the Special Commissioners in Fort St. George. This was done long prior Havelly Estates were sold away at the time of Permanent Settlement on the condition that higher rates of rents will not be demanded.

to the date of the auction inviting the intending bidders to look into the conditions of sale and satisfy themselves before they bid in the auction and become the proprietors of the Estates, so that they might not, afterwards, complain that they had not known the conditions of sale. The most important of the conditions of sale was that it was subject to the permanent rights of occupancy of the cultivators who were liable to pay only a fixed rent which could not be altered for any reason whatsoever by the purchasers.

Sale proclamation and conditions of sale in the Masulipatam zillah.

For example, we shall take the sale proclamation and the conditions of sale of the Masulipatam Zillah of the year 1802. Of the general conditions of sale, Clauses 18 and 20 run as follows:—

Clause 18.—"All purchasers of land succeed to the seignorial right which Government exercised in their capacity of General landlord; but in order to prevent abuse of the exercise of this right, Government will frame regulations for the protection of the rights, prescriptions, immunities and customary advantages of the lower class of people. In order however to prevent litigation on the part of the inhabitants, it is declared to all purchasers of land that the inhabitants of the jagheer are not considered entitled to a higher rate of waram than that inserted in the dowl of fusly 1210, nor is the purchaser entitled to a higher division of produce as succeeding to the rights of Government than the rates therein specified as the Government share."

Clause 20.—"All purchasers of land are entitled to collect the Rockadayem or ready money collections at the rate inserted in the Dowl of Fusly 1210, with the exception of the ready money payment fixed at the rate of one per cauny on topes of fruit trees. This rate Government has been pleased to abolish and to recur to the usual mode of a division of the produce; it is therefore hereby declared to all purchasers of land that they are entitled to divide with the inhabitants the produce of all fruit trees heretofore paying a revenue to Government equally or share and share alike. From this general rate of equal division however the fruit of tamarind trees is excepted; the purchasers of land shall be entitled to receive as the constituted proprietor of the land three quarters of the produce of all tamarind trees heretofore paying a revenue to Government and shall be at liberty to make such agreement or commutation with the inhabitants as may best suit their mutual interests."

Clause 18 laid down that to prevent litigation on the part of the inhabitants, the intending purchasers were informed that the cultivators of the Jaghire were not entitled to a higher rate of waram than that inserted in the Dowl of fasli 1210 and that the intending purchaser will not be entitled to a higher division of produce as succeeding to the rights of Government than the rates therein specified as the Government's share.

So also, in rule 20, it was laid down that the purchasers of land in the auction were entitled to collect the rent only at the rate inserted in the Dowl of fasli 1210. There was also a rule previously that they could levy a tax on topes of fruit trees at the rate of 1 per cawny. But this was abolished and a term was entered, as a condition of the sale, that the rate fixed on fruit trees was abolished and that the purchasers of land were entitled to divide equally with the inhabitants the produce of all fruit trees, paying an equal share of revenue to Government. Tamarind tree was made an exception so that the zamindar will get three-fourths of the produce of the tamarind trees leaving one-fourth to the cultivators.

From the rules 18 and 20 quoted above, two things are clearly established. The first is, that the fixity of tenure and the fixity of rent were made for ever without being liable to be altered. Secondly, that in the topes of fruit trees the cultivators were entitled to half the produce of the fruit trees and in regard to tamarind trees the cultivator was entitled to take one-fourth and the zamindar three-fourths. Thus, it is not only a fixity of tenure in perpetuity that was established at the time of the permanent settlement and at the time of the auction sale, but also that the ryot was entitled to half the produce of fruit trees generally and one-fourth in tamarind in particular.

A question had been raised and discussed in another place about the right to the use of trees on porambokes, public paths and public topes. It was pointed out by us there, that the cultivator was entitled to enjoy equally with the zamindars. These conditions of sale quoted above support the conclusion we have arrived at.

Clauses 19 and 21 of the conditions of sale also may be examined. They are as follows:—

Clause 19.—"It is hereby declared to all purchasers of land that their rights in regard to punja tecrra and to backyards are defined in the Dowl of Fusly 1210, and that they are entitled to collect the revenue of Government as the substituted possessors of the land at the rates inserted in that Dowl."

Clause 21.—“ The purchasers of land shall not be entitled to any participation of the *produce of coconut trees planted by the inhabitants in the streets of their villages*; these trees are hereby declared to be the exclusive property of the inhabitants and not liable to any tax whatsoever, unless toddy shall be drawn from them for the purpose of drinking; in this even, the produce will be subject to the general excise established on that article.”

Rule 19 says that the rights in regard to thirwa for punja and to backyards are defined in the Dowl of fasli 1210 and that the purchasers could collect the revenue of Government “ *as the substituted possessors of the land and at the rate inserted in that Dowl.*” The words italicised clearly prove that even after purchase the landholders were collecting only the revenue from the cultivators for the Government even though it was defined as rent and secondly that the rates which they were entitled to collect were only the rates inserted in that Dowl of fasli 1210 and none else.

Clause 21 establishes that the cultivators were entitled to the produce of cocoanut trees planted by them in the streets of their villages and that those trees were the exclusive property of the inhabitants, not liable to any tax whatever unless toddy or alcohol was made out of the juice for purposes of drinking.

The Government always recognized the rights of the cultivators to the soil and to the fruit of the trees grown by them in public paths or communal lands or even trees in jungles or forests attached to the villages. That was why they took care to grant compensation whenever their rights were interrupted for purposes of forming reserve forests or acquiring them for any other purpose. It is only the zamindars and poligars in Non-Havelly Estates and proprietors of Havelly Estates that have been repudiating the rights of the cultivators, contrary to law and custom. They purchased the estates subject to the conditions of sale and it is not open to them to claim enhanced rents contrary to the conditions of sales. The auction sales of the estates in other districts, also, contained similar conditions and they were so inserted and enforced under orders of the Government. The Government gave such directions in pursuance of the recommendations made by Special Commission appointed by the Governor-in-Council in 1802 to give effect to the permanent settlement as early as possible. Let us therefore refer briefly to the advertisements, conditions of sale, Government Orders, on the reports of the Special Commission in other districts in the Presidency.

Special Commission and conditions of sale in Havelly Estates, etc.

After collecting all the material required for establishing permanent settlement in the Presidency, the Governor-in-Council appointed a Special Commission on 9th February 1802 for the settlement of the permanent land revenue in the districts in the Presidency which were immediately ripe for it. On the 9th February 1802, a letter was addressed by Mr. John Hodgson, Secretary to Government, to the President and Members of the Board of Revenue. Mr. William Petrie was the President and Thomas Cockburn and Josiah Webb were Members of the Board of Revenue then. Messrs. William Petrie, Thomas Cockburn and Josiah Webb were appointed Special Commissioners, for fixing up a settlement of permanent land revenue as expeditiously as possible. Instructions were also issued that the records of the Revenue Department should at all times be kept open to the Members of the Commission and that such papers as might be required by the Commission should be supplied immediately by the Secretary of the Board of Revenue. The Special Commission set to work immediately and submitted the result of their proceedings on 9th April 1802 on the materials supplied to them by the Collector, for the assessment of the permanent land-tax on the lands situated within the *Jagheers* belonging to the Honourable the East India Company. The Board resolved on the report of the Special Commission to publish an advertisement giving notice of the intended sale of the estates in the Jagheer on 31st May 1802.

Clause 7 of the advertisement stipulated that a Sannad-i-Milkit-Istimrar or deed of permanent property had been lodged in the Collector's Office and at the Office of Special Commission describing the obligations to be incurred and the rights to be obtained by the purchaser of land under that advertisement. It was further stated therein that such persons as might become purchasers of the estates under the permanent assessment of the land revenue would be entitled to receive a sannad for their respective estates under the seal of the Company and the signature of the Governor-in-Council. There were several other usual conditions in the advertisement and also in the conditions for sale. Thus, the Special Commission that was appointed on the 9th February 1802, submitted on 9th April 1802 their first report on jagheers, exactly within two months from the date of their appointment.

Special
Commission's
Report on
Western
Poliams.

On 24th August 1802 they submitted their report on *Western Poliams, namely, Venkatagiri, Kalahasti, Bommarazupalliam and Sydapoor giving the extent* of the military establishments of each one of those zamindars together with the principles of assessment suggested by them. As a result of this report the military establishments of the zamindars were disbanded on the ground that they would be relieved from the embarrassment of the military expenditure. In pursuance of this recommendation of the Commission, the Governor-in-Council resolved that the military service of the western zamindaries, named above, should be commuted for an equivalent in money and the amount of that equivalent should be the sums proposed in column 11 of their statement and issued instructions for giving effect to this measure.

Having done this, the Special Commission submitted their report on 1st, 3rd and 4th Divisions of Masulipatam on 27th September 1802.

Next they submitted their report on 8th April 1803 on the Southern Poliams of Ramnad, Sivaganga and Tinnevely.

Special
Commis-
sion's Report
on the
Second
Division of
Vizaga-
patam.

On 22nd September 1803, the Special Commission submitted their report on the permanent settlement of the revenues on the second division of Vizagapatam. There was an enclosure attached to this report which was in a tabular form giving particulars under the heads of names of zamindaries, number of villages, cultivated extent of arable ground with particulars of sub-heads under cultivated and uncultivated and high and low grounds, the last column giving the total arable ground. *Thus, these important particulars have been supplied by the Special Commission together with their Reports on the permanent settlement.* On the receipt of this report the Governor-in-Council passed on 22nd October 1803 accepting the amount of the jumma recommended by Messrs. Webb and Alexander to be assessed on the several zamindaries and issued directions for the issue of sannads to the respective zamindars.

Next on 29th April 1803 the Special Commission submitted their report on *Havelly lands of Vizagapatam, Masulipatam and zamindaries on the third division of Vizagapatam.* The Board approved the recommendations of the Special Commission on 6th May 1803. To this report, statements were appended giving particulars of the number of villages, number of ploughs, total nanja and total punja and other particulars.

On 7th May 1803 the Commission having completed its labours was formally abolished even though they had to submit their reports yet on some areas.

On 17th May 1804, the Report on Ganjam was submitted.

On 22nd June 1804, the report on Krishnagiri division or Baramahal in Salem district was submitted.

On 3rd September 1804, the Report on Dindigul Province was submitted. Statements giving particulars of cultivated and uncultivated lands at the time of the permanent settlement and other details were submitted along with the report.

We shall now refer to the Government Orders on the reports of the Special Commission.

On 1st September 1802, accepting their recommendations, the Government passed their orders on the report of the Special Commission, relating to Baramahal in Salem district.

On 19th September 1802, the Government passed their orders on the report of the Commission on the first division of Vizagapatam. In paragraph 3 of their Order, the Government *accepted the amount of the jumma as revised by the Special Commission, holding that the calculations made by the Commission were based on principles of moderation which must render it permanent.* Under this Government Order the Nazars on Mirasi Mauniams were abolished. The moothurpha paid by artisans and dealers was commuted for a quit-rent for the ground occupied by their houses, and directions were given for giving effect to the commutation. The duty of preserving a dam across a river that flowed through the estates of Melloopauk and other estates was undertaken by the Government itself.

On 20th September 1802, an advertisement for sale of lands of first division of Vizagapatam was put up. Clause 7 of the advertisement related to the issue of the sannads.

Clause 2 drew the attention of the intending purchasers of lands proposed to be sold under the advertisement, to the obligations to be incurred and the rights to be obtained by purchasers of land, so that they might not regret after the purchase.

Clause 8 directed the intending purchasers to get the information about the *amount of the pummah assessed on the estates in perpetuity* from the Collector's office at Vizagapatam or from the office of the Special Commission in Fort St. George.

Clause 11 provided that the purchasers of the estates would be put in possession on paying down the purchase money or on giving security for the payment of it within the time prescribed.

On 20th September 1802, conditions of sale of lands of first division of Vizagapatam were published.

Clause 6 referred to the engagements that should be entered into between the landholders and the cultivators before the permanent settlement. The clause runs as follows :—

“ Zamindars and proprietors of land shall enter into engagements with their ryots either for a rent in money or in kind and shall within a reasonable time grant to each ryot a patta or cowle clearly defining the amount to be paid by him and explaining every condition of the engagement and the zamindars shall grant regular receipts to the ryots for all discharges in money or in kind. If after the expiration of six months from the execution of the kabuliyat the zamindar shall neglect or shall refuse to comply with the demand of the underfarmer or ryots for the pattahs above mentioned, the zamindar shall be liable to be sued in the Adalat Court of the Zillah and shall also be liable to such damages as may be decreed by the Adalat.”

The conditions prescribed in this clause for *entering a definite amount of rent and also for giving a receipt to the ryots* are the same as those embodied in section 14 of the Permanent Settlement Regulation XXV of 1802 and in the Regulation XXX of 1802.

Clause 12 provided that purchasers of estates would not be permitted to collect or demand Nuzzers or Cattubaddy on Merassee Service Mauniams.

Clause 13 provided that purchasers of estates would not be permitted to collect the taxes denominated ‘ moterpha ’ or ‘ trades and artifices,’ because those taxes had been commuted for a quit-rent on houses. In such cases purchasers of estates would be permitted to demand and collect quit-rent and persons liable to pay such quit-rent were entitled to a patta defining the amount of the quit-rent, which they were bound to pay.

Advertisement and conditions of sale in Cuddalore and Trivandipuram in fasli 1217 or on 12th July 1807 were published. Clause 6 of this also refers to the engagements which the zamindars and proprietors were called upon to enter into with the cultivators with a rent fixed in perpetuity as a condition precedent.

On 4th December 1802 the Government passed their orders on the settlement of 1st, 3rd and 4th Divisions of Masulipatam. The Government enclosed extract of the minute of consultation of 3rd December 1802 in the letters sent by them to the President of the Special Commission on 4th December 1802. This is a document that requires a close attention.

Clause 4 confirmed the *amount proposed to be assessed in perpetuity* on Kondapalli, Havelly, Valloor Samut, and Gundoor, etc.

Clause 5 refers to the Patta Regulation that has been passed on 13th July 1802 along with the Permanent Settlement Regulation of the same date. Clause 5 runs as follows :—

“ It is a regret which the Board have frequently experienced that the system adopted and subsequently preserved in administration of the revenues in the Northern Circars should have established so little regularity in the division of the produce, and should have continued the many injurious and oppressive practices introduced and established by the Muhammadans, that regret is alleviated by the hope held out by the Commissioners that by the operation of the Patta Regulation the transactions between the proprietors and the ryots will be simplified, and the latter be secured from exactions.”

Clause 6 is equally important and related to the Inams and Mauniams held in the Circar of Masulipatam.

Under clause 7, all the exorbitant ruzzooms collected by the karnams were abolished.

Clause 9 directed the resumption of the lands of Deshpondeas and Muzmdars and the grant of life pensions to those officers as recommended by the Special Commission.

Clause 10 provided that Captain Caldwell should be requested to report on the best means of ensuring sufficient supply of water to the Divi Purgunnah.

Clauses 13 and 14 referred to the fixing of the assessment of the land revenue in perpetuity, in the zamindaries mentioned therein.

Clause 15 is important. It gives the reason for fixing the land assessment in perpetuity and for the accumulation of arrears in the past. It runs as follows:—

“ The sentiments which have been expressed by the Special Commission on the subject of the *balances* outstanding in the zamindaries of the Northern Circars are in concurrence with those entertained by the Board; the *causes* which have produced this heavy accumulation of arrears, it is now useless to trace; *they are to be found in that system of fluctuation and of temporary expedient which has so long been the rule of management in those provinces*; it is sufficient for the Board to feel the conviction that these *balances are disparate*, and that *to realize with punctuality an equitable and moderate jumma all thought of recovering any part of them must be relinquished in conformity to the recommendation of the Board of Revenue and of the Special Commission and in obedience to the orders of the Governor-General resolved, therefore, that the balances outstanding against the zamindars of the late fourth division be written off and ordered that the Accountant-General do prepare a list of the balances outstanding in the General Books against each of the zamindars of the Northern Circars.*”

Thus, the Governor-General, the Special Commission, the Board of Revenue and the Governor-in-Council were unanimously of opinion that the *old arrears of the zamindars of the Circars* should be written off completely so that they would not get into any further embarrassment in reaping the benefits of fixing permanently the land revenue.

What was said of the zamindars was equally applicable to the cultivators. It was to give similar protection to the cultivators that the Patta Regulation had been enacted by which the old uncertain and indefinite method of levying assessment had been abolished, and in its place the rent was fixed permanently providing under sections 7 and 9 that there should be no manner of enhancement of rent against the cultivator and that in *cases of dispute about the rate of rent the courts should decide, adopting the rate fixed at the time of the permanent settlement as the standard*. Under this Government Order, Zamindars of Peddapur and Pithapur and the zamindari of Nuzvid were directed to be settled permanently.

On 30th May 1803, the Government passed orders on the permanent settlement of *Havelly lands of Masulipatam and Vizagapatam* on the recommendations of the Special Commission.

On 22nd June 1804 the Government passed orders on the Special Commission's Report on Ganjam district.

On 24th October 1804 the Government ordered on the Special Commission's Report on Dindigul Province.

All the facts stated above about the appointment of the Special Commission, the advertisement and conditions of sale with special reference to the fixing of the jumma or the land revenue on *all the lands in perpetuity* before the issue of the sanads and the provision made in the Patta Regulation for cases in which the jumma had been ascertained but sanads had not been issued within six months from the date of the Regulation, establishes that fixing of the land revenue and the rates of rent in perpetuity were made conditions precedent before the right could vest in the landholder and the sanad could be issued to him as provided for in sections 2 and 3 of Regulation XXV of 1802 and the provisions of the Patta Regulation XXX of 1802.

For full particulars relating to the various estates in the Presidency and the recommendations of the Special Commission, the reports of the Special Commission, the advertisements and the conditions of sale and the Government Orders and the Board's Communiqué passed on the reports of the Special Commissions are all given in full as one of the appendices of this report. All these form the background of Regulations XXV, XXX, XXVII, XXVIII and XXIX and others passed on 13th July 1802, on this important question of the permanent settlement.

Until now we have tried to establish the meaning of the expressions “fixity of tenure,” “fixity of rent,” “proprietors of the soil,” as interpreted and understood by Mr. Hodgson, the Court of Directors and Regulations IV and V of 1822. Now we should examine the state of affairs between 1822 and 1863 when the Rent Recovery Bill was introduced, and the Proceedings of the Board of Revenue, No. 7743, dated the 2nd December 1864, the report of the Second Select Committee based upon B.P. No. 7743 and when finally in 1865, the Rent Recovery Act was passed. We do not propose to narrate the events

that transpired between 1822 and 1863; because it may become unduly lengthy and also because it will not be possible for anybody to give at this distance of time, all the incidents that transpired during a long period of 43 years, so effectively and graphically as the Board of Revenue had done in B.P. No. 7743. This is a very famous document in the history of the Board of Revenue which discussed facts and law, ranging over a period of 63 years and perhaps, from the date of Manu, until the 2nd December 1864, when they passed their proceedings. The immediate cause that led to the passing of B.P. No. 7743 was that a Zilla Judge, in adjudicating a dispute between the landholder and tenant, held on a construction of Regulations XXV and XXX of 1802, and Regulations IV and V of 1822 that the landholder or zamindar was in the position of an English landlord and the cultivator was in the position of an English tenant, who derived his title from the landlord. The Board of Revenue, under those circumstances, was requested by the Government of Madras, to submit a full report on the matter. The Board reviewed the situation almost from the date of Manu up to 1864, and came to the conclusion that the zamindar or the landholder was not a landlord in the English sense, but he was merely a farmer or collector of revenue for the Government, and that the cultivator was the person who was holding the land under a fixed tenure and fixed rent, which was not liable to be altered under any circumstances, contrary to the arrangement made at the time of the permanent settlement. B.P. No. 7743 is a very lengthy document which we have divided into two parts, one relating to the early history from the earliest times up to the 13th of July 1802, when the Patta Regulation and the Permanent Settlement Regulation were passed; and the second, from the date of the Patta Regulation to the date of the Rent Recovery Bill of 1863. We beg leave to quote the second part of the B.P. No. 7743 and adopt it as part of this report, without attempting to dilate upon what is contained therein, or make any improvement upon it. It is not possible to give a better description of the position, legal as well as factual.

B.P. No.
7743 of 1864

They hold that if the zamindar should be allowed, contrary to the arrangement of the permanent settlement, to give the land to a third party who offers to pay him an enhanced rate, it is the same as permitting him to rob the ryots of their lands for the purpose of giving a portion of the plunder to the zamindar. Finally they held that the zamindar was not a landlord in the English sense, nor was the cultivator a tenant. In other words, they held that the zamindar was a collector of revenue and the cultivator was one who was holding the land in his own customary right, without deriving any part of it from the zamindar. Those who read B.P. No. 7743, will be convinced about the truth and justice of the claim of the cultivator in regard to both fixity of tenure and fixity of rent. B.P. No. 7743, dated the 2nd December 1864, runs as follows :—

FAMOUS EXTRACT FROM BOARD'S PROCEEDINGS, DATED 2ND DECEMBER 1864.
(No. 7743.)

Page 162—Paragraph 49.—“ Regulation XXX prescribes ‘ Puttahs to be used between landholders and their under-farmers, tenants and ryots,’ and needs to be more thoroughly analyzed.

“ In Campbell's Code of Regulations printed as a Note to this Regulation as ‘ a Memorandum ’ by Mr. Webbe, who as Chief Secretary to the Government of this Presidency, had been appointed a member of the Special Commission for the introduction of the permanent settlement. This Memorandum was sent by him when resident at Poona to Messrs. Hodgson and Greenaway, then high in office here, who had insisted on the insertion in that regulation of certain sections to secure to the possessors the rights of ‘ Mirasi,’ regarding which rights it may be briefly observed that, as defined by Mr. Hodgson, he held them to be equally applicable to all cultivators ‘ from the most northern parts of India to Cape Comorin;’ the definition being that ‘ no zamindar, proprietor (or whatever name be given to these persons), was entitled by law, custom, or usage, to make his demands for rent according to his convenience, or in other words, that the cultivators of the soil had the solid right from time immemorial of paying a defined rent and no more for the land they cultivated.’ And he argued, as do the Board now, ‘ that the first principle of the permanent system was to confirm and secure these rights’ as proved by ‘ the discussions between Lord Cornwallis and Mr. Shore, the Bengal Regulations and the Proceedings of the Board at Madras ’; and that the ‘ proprietary right of the zamindars is no more than the right to collect from the cultivators that rent which custom has established as the right of Government; and the benefit arising from this right is confined, first, to an extension of the AMOUNT, not of the RATE, of the customary rent, by an increase of cultivation; secondly, to a profit in dealings in grain where the rent may be rendered in kind; thirdly, to a change from an inferior to a superior kind of culture, arising out of a mutual understanding of their interest, between the cultivator and the proprietor.’ (See Mr. Hodgson's Report on Dindigul, appendix to Fifth Report.)”

The proprietary right of the zamindar is no more than the right to collect rent which custom has established as the right of Government.

50. Mr. Webbe wrote the preamble to Regulation XXX of 1802, and was a strong upholder of the rights of the zamindar under the Permanent Settlement; and in the memorandum in question he argues that the rights of the ryots would best be developed IN THE COURTS, then for the first time to be established, and that to suppose knowledge of them would be suppressed by the acts of the zamindars was "contrary to the whole course of human experience."

He did not however argue that that development might not be almost indefinitely postponed, as the Board fear, has been the case almost universally up to the present time.

51. Messrs. Hodgson and Greenaway, however, secured some modifications in the draft. And the Regulation as it now stands as the law of the land, and which the Courts are bound to administer has now to be considered, the Board noting in the first place that all these Regulations were enacted on the same day, viz., 13th July 1802.

Regulation
XXX of
1802.

52. Regulation XXX begins in its preamble by declaring the necessity of abolishing "the existing indefinite mode of dividing the produce of the earth and of accounting for the customary ready money revenue" (alluding to the state of things existing AT THAT TIME) "to the end that cultivators and under-tenants of land may have the benefit and protection of determinate agreement in their dealings with superior landholders and farmers of land," and it goes on to prescribe that with this object written engagements (puttahs and muchilkas) shall be executed WITHIN SIX MONTHS FROM THE TIME OF THE PERMANENT ASSESSMENT BEING FIXED, on any estate, which engagements may be of four kinds :—

First.—For the rent of villages in gross sums of money.

Second.—For a division of the produce of lands.

Third.—For lands on which a money rent is ASSESSED.

Fourth.—For lands CHARGED with a grain rent.

The first kind are to specify among other things the amount of the rent, the dates for payment, and the coin in which payment is to be made.

The second is similarly to specify among other particulars the RATE of the cultivator's share.

The third is similarly to specify "the RATE of assessment according to the land measure in use, and the rents on each description of land or grain, AS THE USAGE MAY BE."

The fourth, in addition to the particulars which are required for all alike, is to state the "specific quantity of grain to be rendered, and the species of grain."

Section 5 provides for the registration of puttahs.

Section 6 for the consolidation of all items of demand "into one specific sum of money or quantity of grain."

Section 7 strictly prohibits the "proprietor from levying any NEW assessment or tax on the ryots UNDER ANY NAME OR UNDER ANY PRETENCE," which provision as observed by Mr. Hodgson necessarily involves the recognition as established of an OLD and KNOWN tax, and contains internal evidence of a right having been CONFIRMED to the ryots.

Section 8 declares the right of under-farmers and cultivators of land to demand puttahs, and the liability to damages of all "proprietors and farmers of land" who shall be proved in the Courts to have refused or delayed to grant such puttahs on demand beyond the period of six months calculating from the settlement of the permanent land revenue on their estates.

Section 9, provides that when disputes may arise as to rates of assessment in money, or of division in kind, the rates shall be determined "according to the rates prevailing in the cultivated lands in the year PRECEDING the assessment of the permanent jummah on such lands, or where those rates may not be ascertainable, according to the rates established for lands of the same quality and description as those respecting which such disputes may arise."

Section 10, vests proprietors and farmers of land with power to grant to others "the lands of the under-farmers or ryots refusing to exchange written engagements defining the terms on which such under-farmers or ryots are to hold their lands."

Section 11, prescribes penalties for receiving any amount in excess of the terms of the written engagement.

Section 12 provides that "PUTTAHS EXECUTED FOR ONE YEAR" shall be renewable at its close, and shall be in force till renewed, and must be renewed within two months from the commencement of the new Fasli.

Section 13 enforces on purchasers of estates the liability to grant puttahs in their own names in lieu of those held by the ryots from the former proprietors.

Section 14, provides for the grant of receipts for payments, and

Section 15 and last, make binding on future proprietors building leases, and pattaahs for clearing and bringing waste lands into cultivation.

53. The Board maintain that the whole tenor of this Regulation is consonant with the expressed intention of the framers of the Permanent Settlement to put a fixed limit to the demands of the zamindar on the ryots, and to preclude the zamindar from arbitrarily determining his demands, or modifying them at pleasure, except to RELAX them for a specific purpose which was equally to his and to his successor's advantage, and to the benefit of the ryots without infringing their rights, viz., to IMPROVE his estate, or to EXTEND cultivation, the two sources indicated by the framers of the Permanent Settlement for the improvement of the zamindar's income.

54. How these Regulations were interpreted by the highest court in the country in the years immediately following their enactment, and when those who had part in framing them presided in those courts, may here be fitly exemplified from the early decisions of the Madras Court of Sudder Adalat.

55. In Special Appeal Suit No. 15 of 1812 (Mr. Greenaway above mentioned being Special one of the Judges), a ryot in Chingleput sued a zamindar for recovery of certain land, and for a pattaah. Special Appeal Suit No. 15 of 1812.

The zillah court awarded possession of the lands on payment of a money rent at an expressed rate as "fixed by THE KURNUM."

The Provincial Court upheld the original decree, on the ground that the "annual fixed beriz" decreed, "it was stated to have been proved was assessed on the lands in question, and was paid to Government by the respondent (the ryot) in the year Roudri." (A.D. 1800.)

In the special appeal decree it was declared that "on the contrary, all the evidence taken regarding the assessment of the lands showed that it was not fixed, but derived from a division of the produce, which must fluctuate with the season, and the commutation price of which must be influenced by its plenty or scarcity."

"It was not for the court to interfere in determining the rate at which the share in grain shall be commuted for a payment in money. This was a point clearly left to be settled by the parties themselves, and in adjusting the rate, each party would consult his own interest." . . . "When the rate shall be settled by a written agreement, the courts may be called upon to enforce it."

"It was therefore adjudged that the respondent was entitled to hold possession of the land in question on a pattaah defining the rate of division of the produce; which rate as prescribed by section 9, Regulation XXX of 1802, was to be determined according to the rates prevailing in the year preceding the assessment of the permanent jummah on those lands, or if those rates were not ascertainable, according to the rates established for lands of the same description and quality."

"And that no dispute may arise hereafter regarding the rates of division of the lands in question, the court adjudged that the said rates should be determined by the Zillah Judge, who should take the evidence of the kurnams in open court before the parties or their vakils."

The zamindar to pay damages to the ryot for the time he had been kept out of possession of the land.

56. In Special Appeal Suit No. 18 of 1812, and No. 10 of 1814 (Mr. Greenaway Special among the Judges), certain firewood merchants of Masulipatam sued to establish their right to cut firewood in the Divi jungles without paying any consideration to the Zamindar. Special Appeal No. 18 of 1812.

The Zillah and Provincial Court upheld the privilege as claimed.

On special appeal, the Sudder Court thus stated its judgment:—

"The determination of the present question rested upon very simple grounds, and must follow the USAGE which prevailed before the introduction of the permanent assessment."

"By the Act of permanent settlement the Government transferred to Zamindars (with certain specified exceptions) the proprietary right EXERCISED by itself. IT COULD NOT DO MORE WITHOUT INFRINGING THE RIGHTS OF OTHERS. All usages which are not specially abrogated by the regulation must be held to be confirmed:

and if previously to the introduction of the permanent assessment, no payment was exacted by the Government for firewood cut in the jungles of Divi, none could be exacted by the Zamindar."

Special
Appeal No.
8 of 1813.

57. In Special Appeal Suit No. 8 of 1813 (Mr. Greenaway, one of the Judges) plaintiff sued to establish his right to hold certain lands as Lakhiraz, or tax free, on which the zamindar had levied a certain amount. "The Zillah Judges held it to be immaterial whether the collection made by the zamindar was or was not justified by the common usage of the country; but in the opinion of the Sudder Court this was a point very material to the issue of the case; for if the collection in question were an ordinary collection, the plaintiff's claim on that head fell at once to the ground; but if it were a new tax it was illegal."

Regulations
IV and V of
1822.

58. There are two other Regulations which need to be briefly noticed, viz., Nos. IV and V of 1822. The first is entitled "a Regulation declaring the true intent and meaning of Regulations XXV, XXVIII and XXX of 1802, so far as they relate to the rights of the actual cultivators of the soil," and it states that "doubts having occurred regarding the meaning and construction of the Regulations enacted for ensuring the prompt realization of the rents due and payable by the actual cultivators of the soil, either to the Officers of Government on the public account, or to zamindars or others entitled to receive the same by inheritance, or purchase, or in virtue of special grants issued by the ruling authority on terms of a Permanent or Temporary Settlement of the Land Revenue." . . . "It is hereby declared that the provisions of Regulations XXV, XXVIII and XXX of 1802, were not meant to define, limit, infringe, or destroy the actual rights of any description of landholders or tenants."

59. The preamble of Regulation V of 1822 states that "the provisions of Regulations XXVIII and XXX of 1802, have been found insufficient for the due protection of the Ryots, the powers conferred on landholders being prompt and summary, the defence of Ryots only by regular suit, the cost of which is beyond their means. Therefore the summary jurisdiction of the Courts ought to be transferred to the Collectors in such cases, and in those of sudden and violent disputes regarding the occupancy, cultivation and irrigation of land, referred to in Regulation XXXII of 1802, and that provision should be made for DECIDING BY PUNCHAYET disputes regarding ARREARS OF RENT AND RATES OF ASSESSMENT, and the occupancy and cultivation of land."

The Regulation proceeded to confer on Collectors the SUMMARY powers which the Courts could exercise under Regulations XXVIII and XXX of 1802 ("which the exception of the cases referred to in sections 35 and 40" "Regulation XXVIII of 1802," which it may be observed, conferred no summary jurisdiction whatever on the Courts).

It goes on to declare that property attached for arrears under Regulation XXVIII of 1802, shall not be sold unless pattahs shall have been granted, or tendered and refused, and leave obtained for the sale, and to prescribe rules for distraint and sale, and for SUMMARY disposal of appeals against the distraint. "If it shall appear that the amount is JUSTLY due," the Collector shall order the sale. If a less amount shall appear on inquiry to be due, the Collector shall order accordingly.

Then section 8 prescribes that the lands of under-farmers and ryots shall not be granted to other persons by proprietors or farmers under section 10, Regulation XXX of 1802, without the Collector's leave. "If the Collector on examination finds the rates of the pattah tendered by the proprietor or farmer to be just and correct, the under-farmer or ryot shall be rejected under the Collector's order unless he assent to the terms. But if the rate shall exceed the just rate prescribed, an order shall be issued by the Collector to the proprietor or farmer prohibiting the ejectment, and requiring the issue of a pattah within one month from the delivery of the order to him, under penalty for delay as provided in section 8, Regulation XXX of 1802."

Section 15 provides among other things for decision by "Punchayet of disputes regarding arrears of rent" or "revenue or rates of assessment in money or kind or of division in kind, as well as all questions of the right of occupancy or possession of lands or crops."

60. The foregoing complete the materials which the Board deem sufficient for a decision on the question under consideration. From the evidence these materials furnish, they draw the following conclusions, bearing in mind that the earliest system of society of which we have any trace in this country is the village community, the boundaries of the village lands being perfectly known, and the whole of the country being in the eyes of the people parcelled out into villages.

61. The Board then consider it to be clearly shown:

That in the earliest times of which we have record, the right of the State to a share in the produce of the land was LIMITED, and that this limit was such as to leave a sufficient margin for the growth of a valuable property in the land appertaining to the occupant, whose right to retain possession on payment of the limited share was inviolable and hereditary.

That a fixed limit was equally maintained by the Mahomedan conquerors.

That the origin of the zamindar's office was comparatively a modern one, and that whatever its origin, the zamindars derived their rights from the State, which could not confer more than it had possessed and exercised.

That the State asserted and often in later times exercised the power of resuming the exercise of its rights from the zamindars without thereby altering the terms and conditions of the ryot's tenure.

That any increase in the rate of the zamindar's demand on the ryots was only justified by the zamindar on the plea that the State had raised its demands on him, although this ground was by no means a sufficient foundation for any increase in the RATE; inasmuch as the State share collected by the zamindar could be legally increased by EXTENSION of cultivation, and its value enhanced by improvements in the cultivation, and when the superior kind of crops were grown, and as the State demand on the zamindar was not fixed, though his percentage of the State share of the produce might have been so.

Conclusions
of the
Board.

That the notorious prevalence of excessive receipts by the zamindars from the ryots induced the Nazims of the Empire to raise the State demands on the zamindars, which measure again excited the zamindars still further to exact from the ryots, till the latter were ground down to penury, or exasperated to resistance. Hence the zamindars were themselves impoverished, so long as, and where the officers of the Empire were able to maintain their authority over them, or they fattened on extortion where the influence and authority of the Empire or its lieutenants had grown weak. In neither case was the State benefited.

That the object steadily kept in view by the framers of the Permanent Settlement was to remedy these crying evils by re-adjusting matters; in order to realize that they proposed to relinquish to the zamindars an ample allowance for their personal benefit, out of the average State demand in past years on the zamindari, and to fix the zamindar's payment unalterable for ever, leaving to him all the benefits derivable from extension of cultivation and improvements in the culture of the lands, but to restrict his demands on the ryot to the rate or share established for Government by prescription, which rate was to be registered in the village by officers appointed for the purpose; while the actual demand on the individual ryot, was to be recorded in a patta or written engagement in accordance with this established rate or share, which pattas when granted not "without limit of time," but "for one year" should be renewable at its close, or in force till renewed.

That a limited time (6 months) was allowed to each zamindar AFTER the Permanent Settlement of the State demand on his zamindari, for the necessary arrangements with the ryots, after which time he became liable to fine if he failed to grant pattas to ryots on demand.

That when disputes arose regarding the RATES to be specified in those pattas, whether of assessment in specific quantities of grain or sums of money for a specified extent of land, or of shares in the produce, they were to be determined with reference to the rates in force in the particular case in the year PRECEDING the Permanent Settlement of the State demand, or where that was not ascertainable then according to the rates in force in the case of neighbouring land of similar quality.

That no ryot can be ejected from his holding, so long as he pays, or is willing to pay, this established rate.

That the Collector has summary powers to give decisions in such cases in a QUASI-judicial capacity and may refer them for the decision of panchayat when the parties agree.

That appeals lie by regular suit to the courts from the Collector's decisions, but that the panchayat's decision is final where unimpeachable on the ground of corruption.

62. The Board maintain that the above positions can be clearly established from the foregoing evidence and that they are utterly incompatible with the claim now asserted by the zamindars to raise their demands at pleasure on the ryots.

Even in the cases where the rate which ought to have been recorded at the time of the Permanent Settlement was that of a share in the produce, if for the last sixty years the MONEY rate paid in commutation has remained unchanged, the Board question whether the zamindars can now equitably raise that commutation rate on the ryot, while the State demand remains unchanged on themselves.

63. It will not be necessary for the Board to discuss at much length the particular case which has led to the present discussion, or the views enunciated by the Collector and Judge.

The estate in regard to which the application was made to the Collector was one of the havellies in Vizagapatam. These estates were sold in or about 1802, with a permanent jumma assessed on them.

The proprietrix through her vakil asserted that "there is nothing in the regulations to restrict zamindars or proprietors to a certain definite rate of rent in entering into engagements with their tenants, or to debar their taking advantage of THE INCREASED VALUE OF LAND in proportion to the enhanced value of produce;" and she drew attention to "the fact that the expired cowles were for a limited term of years."

The Collector rejected the claim on the general grounds that the zamindar's demands on ryots were absolutely limited by the patta regulation, and that the fact that pattas and muchilikas were for mutual convenience exchanged once in three years instead of annually, could not destroy the mutual rights and privileges of the parties as settled at the time of the "Permanent Settlement."

64. The Board are not able to judge how far the facts of the case would, according to their view, support the Collector's decisions, as he did not go into the merits.

65. On appeal, the Zillah Judge being of opinion that the Collector's decision on the preliminary question was erroneous, remanded the case for investigation and decision upon the merits. No further steps were, however, taken as the parties appear to have compromised the matter.

66. Mr. Collett recorded in an elaborate judgment the grounds for his opinion that the Collector's decision was erroneous. These grounds are briefly, that sections 8 and 9, Regulation XXX of 1802, which provide a limit of time for the issue of a patta on demand, and the mode of adjusting disputes regarding rates of assessment were intended to apply only to the FIRST occasion of issuing a patta after the Permanent Settlement of an estate, and that there is nothing in the regulation to preclude an enhancement of the demand in future years; while changes in the rate were clearly contemplated by the provision made for the renewal of pattas for one year.

He was further of opinion that the terms "just and correct rate," and "the just rate prescribed" used in Regulation V of 1822 are equivalent to FAIR AND EQUITABLE; and that to suppose that rents were intended to be limited by the Regulations of 1802 is incompatible with the declaration in Regulation IV of 1822, that those regulations were in no way intended to define, limit, infringe, or destroy the rights of any parties.

67. The Board need scarcely say that they entirely dissent from this view as regards both the intended operation of sections 8 and 9, Regulation XXX of 1802, and also the interpretation of the terms "just and correct rate" and "just rate prescribed" used in Regulation V of 1822. They hold that these terms refer to the well-known established rate, which was to be recorded on evidence, and to form the unalterable limit to the zamindar's demand, although when the land was assessed at grain rates, or with a share in the crop, any commutation into money was a matter for mutual agreement. the fact and force of the agreement being fit subject for decision by the courts.

68. The Board readily admit that the Regulations of 1802, did not define, or limit, or destroy rights, but they contend that the relative rights of the States as represented by the zamindar and of the ryot, were already absolutely defined by long established custom and that it was expressly intended, as a fundamental principle of the Permanent Settlement of the State's demand on the zamindar for its dues less the portion relinquished to the zamindar for his maintenance in the position which the Government desired him to occupy, that the rates to be levied from the ryots should be unalterably maintained and should (as already quoted from Mr. Shore's Minutes) be held, as to the proportion they bore to the produce of the land "as sacred as the zamindar's quit-rent."

69. The Board also consider that although Mr. Collett has laid much stress on the declaration in Regulation IV of 1822, that no rights were defined or limited by the Regulations of 1802, he has unconsciously allowed his view of the ZAMINDAR'S position and rights to be defined by the language of those regulations, and has throughout considered the zamindars and ryots as LANDLORDS AND TENANTS, on which point the Board consider his decision to be entirely erroneous.

70. He, however, indicates at the close of his judgment an inclination to the opinion that Regulation XXX of 1802, very probably DID intend to limit the zamindar's demand to a fixed share in the crop, and to customary fees in money, an opinion scarcely consistent with the views expressed in the earlier part of the judgment, but one that is nearly in accordance with the Board's views on the subject.

71. The course which in the Board's opinion the Collector ought to have followed in this case was, to ascertain by full inquiry in each case the terms of the ryot's tenure at the Permanent Settlement or if that were not ascertainable, then the terms on which similar adjacent land was held. Then, to enquire how if at all, those terms had been subsequently modified and how far the zamindar's present demand was justified either by the original terms of the ryot's tenure or by the condition of any subsequent mutual agreement, whether expressed or fairly inferable from long-proved practice, and to have

admitted or rejected the zamindar's claim according as it was found to be within or beyond the terms either of the original tenure, or of the subsequent mutual agreement expressed or implied.

72. The Board have learnt with much regret from several petitions addressed to them by ryots holding land in the Kassimcottah Estate, that subsequently to the proceedings in the case which has led to this review of principles, the Principal Assistant in Vizagapatam has upheld the proprietor's claim to raise his rents twenty-five per cent all round and to eject those ryots who may not agree to this enhancement, solely on the grounds that the Permanent Settlement accounts show on the average of fourteen years that the value of the renters' aggregate receipts from this Havelly was estimated at somewhat less than two-thirds of the estimated value of the whole produce of the estate then formed, and the ryots' aggregate share at somewhat more than one-third of that value, that the (defendants') ryots' lands have benefited from certain improvements executed in former years by the ancestors of the present zamindar and maintained at his expense; that they are assessed at a lower amount than adjoining land of equally good quality; that third parties have offered to take the lands at the enhanced rate; and that prices of produce have increased in late years; but without making any inquiry, whatever (so far as the judgment shows) into the nature and conditions of the ryots' tenure at the time of the Permanent Settlement, or as to any subsequent modification in the terms with reference to the alleged improvements by the zamindar, or as to the force of the admitted long occupation of the land by the present ryots at the rate which it is now sought to enhance.

73. The Board are of course powerless to interfere in these cases, but they none the less regret to see such disregard of principles which they consider of the highest importance. The very fact alleged as one reason for permitting the enhancement, viz., that the ryots had long held the land at a lower rate than that paid for adjoining land of similar quality, should of itself have been viewed as PRIMA FACIE evidence that the zamindar had NOT the right which he claimed, as, had he possessed such a right, it is reasonable to suppose that the rates would have been equalized at an earlier period.

74. There is not one reason assigned in the judgment which necessarily justifies the zamindar's claim; for the estimate of the proportionate value of the renters' and ryots' receipts on the aggregate of the whole estate proves nothing whatever as to individual ryots. The fact of the improvements may (for anything that is shown to the contrary) have been already considered in fixing the ryots' payment at its present amount. The increase in the value of produce is of no proof whatever BY ITSELF that the zamindar is justified in raising his demand. The fact that the lands are comparatively favourably rated is PRIMA FACIE adverse to his claim. And the willingness of third parties to pay the enhanced rate merely shows that if permitted to rob the ryot of his lands, they are willing to relinquish a portion of the plunder to the zamindar.

75. In conclusion, the Board desire to record here some remarks on the very lax assumption that ryots pay RENT to the zamindar as LANDLORD, and not a TAX due to the State and to the zamindar as the person entitled by law to receive the State dues. The Board view this assumption as one of the fundamental errors in which these mistaken views of the relation of zamindar and ryot originate.

What the cultivator pays to the zamindar is a tax and not rent.

76. No one who has studied the subject disputes that the original right of the State was to a proportional share in the produce of all cultivated land, that is, to a TAX on produce.

RENT, on the other hand, according to the most approved definition, is a payment made for the use of land, which, owing to its natural advantages of fertility or position, will yield to its owner larger returns than are derivable from the most inferior class of land which the circumstances of the time and of the locality will allow of being cultivated without actual loss to the cultivator. The worst kind of land in cultivation cannot possibly pay a RENT according to this definition, although it may be able to pay the actual expenses of cultivation.

77. If then the Government or the person to whom the Government had delegated its rights is entitled to only a share in the produce in the form of a tax, or to its equivalent in money, the Government or the zamindar as the case may be, cannot claim a LANDLORD'S right in the soil.

The Government might possibly have the right to increase, for reasons of State, the share which it takes as public revenue, or it might possess a right in individual cases to increase the equivalent money payment if the price of produce should at any time advance; but a right to a SHARE in agricultural produce, though laid on the land as a fixed charge, is essentially distinct from a landlord's interest in his land as the owner of the soil.

78. The landlord's interest in the soil in any country consists of the entire SURPLUS produce which all the land in it may yield in excess of the produce which the worst land under cultivation may yield.

The least fertile land under cultivation must yield sufficient produce to cover at current market prices, the necessary cost of cultivation PLUS the tax, if that is a fixed money charge on the land.

As the demand for agricultural produce increases, the people are compelled by circumstances to take up fresh land inferior in quality to the land previously cultivated and the price of produce raised on this land must be equal to the cost of cultivation, or such land could not be cultivated; the necessary price of produce therefore must have increased, and with this increase of price, the value of the surplus produce derived from land of a superior quality to the lowest quality cultivated advances also.

79. The owners of such land are therefore able to claim and obtain higher payments in the way of rent for the use of their land; or, when selling their lands, a proportionately higher price; but this increase in the rent value of land, or in its sale value, does not give the Government any right to increase the tax on that land by claiming for the State revenue an increased proportional share in the produce; nor does the necessary value of the LANDLORD'S interests in the land in any way interfere with the productiveness of the land as valued for revenue purposes; or, in other words, with the productiveness of the land revenue as an item of the State income. The Government still has its usual share, and has, at the same time, the means of increasing its revenue by collecting its dues (rates or shares) from the fresh land brought under cultivation.

80. In those portions of the country in which the land revenue has been "permanently settled" (so far as the State receipts are in question), the Government have transferred their right to an increase of revenue through the enlargement of the cultivated area to the zamindars, who now, as to this point, stand in the place of the Government, and have the same kind of right to the public revenue as the Government previously possessed.

81. When land (or a landed tenure *) is offered for sale in the market, its sale value is founded on the fact that the land

* See clause 7, section 34, Regulation XXVIII of 1802.

is capable of yielding that kind of surplus referred to above. This surplus is that portion of the produce which remains after defraying the cost of cultivation, inclusive, as a necessary item, of the amount of any tax to which the produce is liable. It is obvious, therefore, that the kind of returns which invests land with a sale value, cannot from any point of view be described as the share which belongs to the State as land revenue; nor can the zamindar as seised of the State rights, assert a claim to raise his demand on the ryot on the same grounds and principles as would justify a landlord in requiring an increased rent from his tenants.

W. HUDDLESTON,
Secretary.

To J. D. Sim, Esq., Secretary to Government, Revenue Department.

Copy to D. F. Carmichael, Esq., Collector of Vizagapatam.

P.S.—The Board have annexed for facility of reference some extracts from the documents referred to in the above remarks.

(A true extract)

Conclusion.

The object of the Permanent Settlement Regulation was to benefit the cultivator primarily and the landholder secondarily by fixing the land revenue unalterably. By passing the Permanent Settlement Regulation XXV of 1802, the old method of collecting peshkash at varying rates from time to time was abolished and the amount payable on the land, as revenue to Government was fixed in perpetuity. For fixing the State demand on the land permanently, the Government's share from out of the total produce of the land was first fixed. From out of this permanently fixed land revenue, the Government's share, payable by the landholder to Government, was separated and that was called peshkash. The balance of such land revenue was assigned to the landholder as remuneration for the collection work entrusted to him. What was settled permanently at the time of the Permanent Settlement was the land revenue payable on the land as a whole, and not the peshkash amount only, as is contended by the landholders. What was assigned to the landholder was the melvaram interest, the kudivaram having always vested in the cultivator. The landholder accepted the sanad issued in his favour subject to the conditions prescribed therein. The first condition being, that the rent fixed at the time of the Permanent Settlement should be a definite unalterable one. The second, that the tenure was a permanent one, and the cultivator was not liable to be ejected on any ground. The third was that the landholder should grant receipts for all payments made by the cultivator. These conditions are mentioned in section 14 and other provisions of Regulation XXV of 1802. It is not open to the landholder to violate the conditions. These are our conclusions on the matter.

CHAPTER V

KARNAM'S REGULATION XXIX (OF 1802)—ALL OTHER REVENUE OFFICES ABOLISHED—KARNAM ALONE RETAINED, BECAUSE TENURE AND RENT WAS FIXED IN PERPETUITY.

KARNAM'S REGULATION XXIX OF 1802.

Before leaving this subject and passing on to the next one, we may refer to the provisions of the Karnam's Regulation XXIX of 1802 which furnish further proof of who was the proprietor of the soil. We have already noted that the British Government were anxious to give greater protection to the agriculturists who were illiterate and who were generally oppressed by those who were put over them to collect the revenue for the Government. It is no wonder that the Government of India should have taken care to give protection to them, in particular, when they felt that they themselves were unable to get on with the persons whom they employed as their agents for collecting the revenue for them. The Preamble to Regulation XXIX of 1802 which also was passed on 13th July of the same year along with the Permanent Settlement regulation and the patta regulation refers to the troubles which the Government was experiencing at the hands of their revenue collectors. The preamble says that for various causes which were not enumerated there, farmers of land revenue were in the habit of concealing the actual produce of their states and farms so as to prevent the Government from realising its just and proper share of the same and to checkmate the vagaries of their agents, they had been obliged to employ a large number of officers for the purpose of detecting or preventing such fraudulent concealment. When once they made up their minds to give protection to their own farmers or zamindars and also the tenants by fixing a permanent peshkash and rent, they felt secure that they would not continue to be the victims of the tricks and machinations of their collection agents any longer. For that reason they abolished all other offices retaining only the office of the karnams. The substance of all that is stated above is recited in the Preamble to the Karnam's Regulation. After referring to all these, the Preamble lays down as follows :—

Because the land revenue was fixed once for all in the place of the old indefinite and fluctuating system all the old revenue officers except karnam were found to be unnecessary and consequently abolished.

“ But the office of the karnam being still of great importance to the preservation of the right and property of the people, it is expedient to provide for the continuance of that office on an efficient establishment, for the purpose of facilitating the decision of suits in the Courts of Judicature, of preventing the diminution of the fixed revenue of the Government, in securing individual persons from injustice, by enabling the public officers of Government, of the Courts of Judicature to procure authentic information and accounts in conformity, therefore, to the ancient usages of the country the following have been enacted for the establishment of the office of karnam.”

Fancy the words italicized above. It is expressly stated that the retention of the office of the karnam was for the preservation of the rights and property of the people and for the purpose of facilitating the decision of suits in the Courts of Judicature and also for preventing the diminution of the fixed revenue of the Government and for securing justice for all individuals. If the Permanent Settlement Regulation and Regulations XXIX and XXX of 1802 had been intended only to make the right of the zamindar permanent by fixing the peshkash and assigning away all other rights which should have been given to them, the Preamble to Regulation XXIX, would have been framed quite in a different way. How is it open to the zamindar or to any Court of Law or to any Government that was responsible for the Rent Recovery Act or the Estates Land Act to hold that the whole right in the soil had been transferred to the zamindar indefeasibly. Fortunately the landholders are not putting forth such an extravagant claim today and particularly after hearing the oral and documentary evidence that had been adduced in this enquiry in the different parts of the presidency. In a supplemental memorandum they state as follows :—

We may now examine the few important clauses of this regulation which clarify still further the respective rights and liabilities of the zamindars and the tenants and the Government. The power of nominating the karnam was given to the proprietors but the power of removal or dismissal was withheld from them. If the right to the soil had vested in the zamindars how could have the power of removal of the karnam been withheld from them. The karnam was charged with the duty of maintaining a record of rights in each

village where the revenue arising from it inclusive of charges amounted to annually to a sum of 400 pagodas or upwards. In the villages where the annual revenue was less, the karnam was asked to be in charge of two or more villages. The proprietors were ordered to file authentic lists of the names of the karnams in the head office of each zamindari. If the proprietors neglected to appoint karnams or successors to them, in case of the falling vacancies, he was made punishable with a fine in the Court of Jury.

Duties of
the karnam.

Then look at the duties cast upon the karnam under rule 11 of the regulation. They are as follows :—

- (1) Karnams duly appointed to their offices shall keep complete registers of the extent of the lands of each village, specifying the boundaries and landmarks, and showing their appropriation; namely :—

<ol style="list-style-type: none"> (a) Arable, (b) cultivated and uncultivated, (c) pasture, (d) occupied for houses, (e) gardens, 	<ol style="list-style-type: none"> (f) rivers, (g) tanks, (h) springs, or welis, (i) waste in hills, (k) jungle or rocks.
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- (2) The said registers shall specify the extent and description of land in each village exempt from paying revenue to Government at the time when the permanent settlement was fixed, the purpose to which the exempted lands have been appropriated, and the names of the holders of such lands.
- (3) The said registers shall specify the lands in each village exempted by grants or sanads from paying revenue to Government, the purpose for which such lands were granted, the condition of the grant and the names of the holders.
- (4) Karnams shall report to the proprietors of lands the death of all incumbents on lands exempted from payment of revenue to Government.
- (5) Karnams shall be present at the estimation of the crop, at the beating out, and at the measuring of the grain.
- (6) Karnams shall keep true accounts of the gross produce of all the lands, whether paying revenue to Government or not; and where the produce of such lands may be shared between the proprietors and the cultivators, karnams shall also enter in their registers the quantity of grain so divided, as well as the scale of division.
- (7) Karnams shall enter in their registers the rates and amount of all fees and meras appropriated to the officers and servants of the villages, specifying whether such fees or meras are payable from the gross produce of the entire lands or from the proprietor's share or from the ryot's share.
- (8) Where lands may be liable to pay money rents karnams shall keep registers of the extent of the land cultivated, and of the rates and amount of the money-rents.
- (9) Karnams shall keep registers of the land cultivated in gardens, and of the rates and amount of the division of the produce of such lands, when the produce may be divided in kind.
- (10) Karnams shall keep registers of the quit-rent and ready-money payments collected in each village.
- (11) Karnams shall keep *monthly registers of prices of all kinds of grain.*
- (12) Karnams shall keep registers of strangers passing or repassing as reported to him by the village watcher; and such registers shall, at all times, be open to the inspection of the officers of Police.
- (13) Karnams shall keep the accounts which are to exhibit the actual revenue and charges of the village and the records of their offices entire; and shall not carry such accounts or records out of their respective villages, unless required to do so by competent authority. Karnams secreting the accounts or records of their offices, or transporting them beyond their respective villages except under due authority, shall be liable to fine and imprisonment until the accounts and records may be produced; but the proprietors or farmers of lands shall, at all times, have free access to the accounts and records, with power to take copies of them.

The 11th clause calls upon the karnam to keep monthly registers of the price of all kinds of grain. In this enquiry, almost every zamindar or landholder or their representative complained that they had no control over these karnams, that they were unable to get their work done by him, that they were obliged to appoint additional staff for

carrying on the collection work and, therefore, they should be invested with powers to deal with this man as severely as possible so that he would be obeying their orders. It is a most extraordinary situation. This karnam had been called upon to maintain these registers and discharge all these duties not only to the satisfaction of the zamindars but also the satisfaction of the tenants and the Government primarily. This Regulation is still in force today. If the Government had taken care to see that the karnams discharged their duty properly, every necessary detail of the material required for assessing land revenue on the presettlement basis or post settlement variations would have been available and there would have been no difficulty at all to regulate the rights and duties of all the parties on whom a responsibility was cast. For some reason or other this karnam had become a child unclaimed by the Government or the zamindar or the tenants. If the Government had been inclined to give protection to the permanent right given to the tenant with the same devotion with which they had been keeping up their engagement with the zamindars, the tenant's position would have been quite different from what it is today. If the tenants had realized their own responsibilities and had knowledge of their rights or even if the zamindars had cared to give protection to their own tenants in the same manner in which they were attempting to safeguard their own interests, the matters would have been different.

Every clause of this Regulation and every other Regulation passed on 13th July 1802 in this connexion was so ably conceived and so clearly expressed that it was not possible to improve upon them. Whenever attempts were made to make such improvements by repealing Regulation XXX of 1802, and enacting the Rent Recovery Act, 1865, and by the passing of the Estates Land Act in 1908, the result was calculated to injure the interest of the tenants more than anything else.

All other revenue offices were abolished and karnam's alone was retained because the rent was fixed in perpetuity and there was no need to maintain a costly establishment that was necessary when the rent was uncertain. This is supported by one of the instructions to Collectors and that is discussed more fully in another place.

Conclusion.

The object of the Karnam's Regulation XXIX of 1802, which was passed on the same date with the Permanent Settlement Regulation XXV and the Patta Regulation XXX of 1802, was to reduce the cost of the revenue establishments, which was very high until that date. The reason for such reduction was that, there was no longer any need to maintain the costly establishment, after the rate of rent and the nature of the tenure were fixed permanently. The karnam was not intended to be a servant of the landholder or of the cultivator exclusively. He has been entrusted with the duty of maintaining a record of rights, and a register of prices, year after year, to serve as conclusive evidence in cases of dispute regarding the rate of rent, between the landholder and the cultivator. The Karnam's Regulation offers further proof of the intention of the legislature that the rate of rent was fixed once for all and that it cannot be altered.

CHAPTER VI

RENT BILL (1863) AND RENT ACT VIII (1865).

ENHANCEMENT OF RENTS PROVIDED ONLY FOR NON-OCCUPANCY TENANTS
AND SECOND-CLASS LANDHOLDERS—ACT DIFFERS FROM BILL.

Rent Bill and Act VIII of 1865.

The two
contrary
interpreta-
tions of the
Permanent
Settlement
Regulation.

It was pointed out above that the Permanent Settlement Regulation and other Regulations passed in 1802 were all intended to protect primarily the interests of the cultivators. Yet the question remains to be examined how this settlement affected the position of the ryots. Having regard to the words 'Proprietary rights to the soil' used in the Permanent Settlement Regulation, the zamindar started the propaganda that he became the owner of the soil and that he was free to deal with the cultivators as he pleased. There were also certain highly placed public servants who supported the zamindars' contention, arguing that the Court of Directors of the East India Company, intended by passing the Permanent Settlement Regulation, to create a class of landlords similar to that of England. As opposed to this there was a powerful section backed by the Government and the Board that contended that the zamindars were only hereditary farmers of revenue. Between these two contending forces, the cultivator continued to suffer as usual. If the Regulations of 1802 had been properly interpreted and administered there would have been no confusion. There was one section, always ready to put one construction as opposed to the other. Between 1802 and 1822 and again between 1822 and 1865, the ruling authorities did their best not to deviate from the right course. The Permanent Settlement Regulation gave the direction that two-thirds of the assessed income should go to the Government as peshkash and one-third as the zamindar's allowance. They made no distinction between the words 'revenue' and 'rent' although what was paid by the zamindar as peshkash was called 'revenue' and what was taken by the zamindar for his services was called 'rent.' That was right, because the revenue payable to the Government by the cultivator was first fixed as half or one-third, or one-fourth, whatever was customary. From out of such assessed income two-thirds was fixed as the Government's share and the balance of one-third, as the zamindar's share. Therefore, both the Government's share and the zamindar's share constituted the revenue paid by the cultivator, and both were permanently fixed at the time of the permanent settlement, and made unalterable. For this reason they made no distinction between the word 'revenue' and the word 'rent,' used in the Permanent Settlement Regulation and the Patta Regulation in contra-distinction to each other. Although there was no real distinction between the words 'revenue' and 'rent,' difficulties were created when the question came to one of collection of arrears of both peshkash and rent. This fact is admitted in the Statement of Objects and Reasons of the Bill embodying the Revenue Code that was placed before the Council. This Revenue Code Bill adopted most of the provisions of the Bengal Revenue Code, but before it was too late the Government revised their opinion and withdrew the Revenue Code Bill and later on another Bill which pertained only to a part of the original Revenue Code Bill was introduced, under the name of the Rent Recovery Bill. While care was taken to protect the substantive rights of the cultivators to the soil and also to the rates of assessment, there was considerable hardship caused to the cultivator by the 'distrain' and 'ejectment' proceedings taken by the zamindars in a summary manner through the Revenue Courts, because there was no provision enabling the cultivator to get redress in the same Revenue Courts in case of abuse of powers of the zamindar. It was provided in Regulation XXVII of 1802 that the remedy for the cultivator in case of abuse of powers of 'distrain' and 'ejectment' was only by regular suit, which meant delay as well as expense which the cultivator was not able to meet. This was brought to the notice of the Government and Regulations IV and V of 1822 were passed to give further protection to the cultivator by clearing the doubts cast upon his rights to the soil and also to the unalterable nature of the 'rent', by Regulation IV of 1822 the doubts raised with regard to the rights of the cultivator were sought to be cleared, whereas by Regulation V it was sought to give redress to the cultivator by cancelling the jurisdiction of the regular court and vesting the same in the summary court in all case of abuse of power by the zamindar in execution proceedings of 'distrain' and 'ejectment.' The preamble of the draft Regulation V of 1822 laid down that :

Draft Regu-
lation V of
1822.

" WHEREAS the provisions of Regulation XXXII of 1802 do not afford a remedy sufficiently preventing cases of sudden and violent disputes respecting the occupancy, cultivation and irrigation of land and it is expedient to rescind that Regulation and refer to the collectors of the revenue the summary inquiries which

under it by the Adawlut of the Zilla and whereas disputes as well regarding the arrears of rent and rates of assessment as regards the occupancy and cultivation of land may occasionally be adjusted by the panchayats to the relief of the ryots and the furtherance of justice and it is deemed proper to enable Collectors to refer to such cases to panchayats for decision and to the extent of the provisions of Regulation XII of 1816—the Hon'ble the Governor-in-Council has therefore enacted the following rules to be enacted to be in force from the date of their proclamation."

Regulation XXXII of 1802 was accordingly rescinded and power was given to the Collectors to decide all claims of the cultivator for damages, penalties and costs summarily and also the disputes relating to arrears of rent and rates of assessment and thus give him immediate relief; and in the drafts of both Regulation IV and Regulation V of 1822 it was proposed that power should be given to the Collectors to refer all cases of disputes to the panchayats for decision and speedy disposal, but in the final regulations, reference to the panchayats was dropped in both. Notwithstanding the passing of these Regulations the zamindars continued to fight, attempting at every turn to assert their right to enhance the rents and also to eject the cultivator. This continued for a long time until at last, the matter came up for decision in or about 1863 before a Zilla Judge and he refused to recognize the right of occupancy of the cultivator and the permanent settlement of the rates of rent. It was at the time of this decision of the Zilla Judge that the Council of the Governor of Madras decided to introduce a Bill "To consolidate and improve the laws which define the process to be taken in the recovery of rent." The Select Committee appointed for this purpose reported their opinion that "zamindars and similar proprietors occupy in a great degree the position of farmers and assignees of the public revenue." The Civil Judge mentioned above, having decided that the cultivators had no better rights than had been assigned to their Bengal brothers in the judgment given in the Calcutta case of *Issa Ghos v. Hills* 2-C.W.N. 688, the Board of Revenue was requested to give its considered opinion and move the Council to reconsider the Bill. After the interpretation of the Judge was corrected, the Regulation IV of 1822 had to be abolished because it was on the construction placed on the Regulation IV of 1822 that the Judge arrived at conclusion. The Board of Revenue took up the question and sent a report to the Government (see Board's Proceedings No. 7743, dated the 2nd December 1864). The status of the Indian cultivator was examined by the Board of Revenue from the time of Manu down to the period of Permanent Settlement of land tax and it came to the conclusion that the cultivator of Madras was not a tenant in the English sense, nor was the zamindar a landlord as had been wrongly decided by the Civil Judge. On this, the Select Committee in their report stated as follows:—

The events that led to the introduction of the Rent Recovery Bill of 1863.

"The committee held that without going so far as to hold that the zamindars are only farmers of revenue or assignees of the public revenue and not proprietors of their estate, they unanimously concurred with the Board that the Regulations of 1802 were intended to protect the right of occupancy to the land by fixing a maximum rent demandable from them and forbidding their ejectment so long as that revenue was paid. The committee further added that Regulations IV and V of 1822 were passed for giving increased protection to such occupants of land in consequence of the passing of Regulations of 1802 which spoke of a 'proprietary right' being conferred on the zamindars have led to doubts and misapprehension".

The committee therefore recommended that section 11 of the Bill should be amplified to show in more detail the course which should be pursued, when disputes regarding rates of rent had to be settled. The committee laid down three main principles in this regard—

- (1) That the ryots who hold land statutorily or by custom of the country at a fixed or established rate were to be protected in their occupancy.
- (2) That a division of crop between the landholder and the tenant formed the ancient basis of rent and that the local rates of this division is to be referred to in case of dispute, when other means of settling them to the satisfaction of both parties prove unsuccessful.
- (3) That landholders may arrange their own terms of rent in the case of unoccupied lands.

The Report of the Second Select Committee is printed as an appendix.

The Rent Recovery Bill also is printed as an appendix.

Both are very important documents. A study of them will enable the reader to understand that at every critical stage the Government had been extending the fullest support to the cultivators. If the Bill as such had passed into law much of the confusion could have been easily avoided.

In clause (1) of the Bill rent was defined as follows:—

“ The term ‘ rent ’ shall for the purpose of this Act only include ‘ public land revenue ’ when payable to a landholder of the first class and specified in section I instead of directly to the Government and also the private revenue of the proprietors of land.”

The landholder of the first-class was the zamindar, shrotriyamdar, etc. Up to this stage the Government had no intention of treating the rent paid by the cultivator to the zamindar in any way different from the revenue of peshkash, which the zamindar had to pay to the Government. Section I of the Bill which dealt with the meaning of the term ‘ landholders ’ laid down the definition, dividing the landholders into two classes, the first and second—

First class.—All persons holding under a Sanadi-Milkiat-Istimirar, all other zamindars, shrotriyamdars, jaghirdars, inamdars and all persons framing the land revenue under Government.

Second class.—All holders of land under ryotwari settlements or otherwise subject to a gross collection on the part of the Government or other actual holders of land, either in proprietary right or in mortgage from a proprietor.

Ryotwari ryots and the zamindari ryots were included for the first time in a single enactment—the Rent Recovery Act.

These two classes of landholders referred to in the Bill were retained in section 1 of the Rent Recovery Act. It is significant that the ryotwari ryots have been defined as ‘ landholders ’ within the meaning of the Rent Recovery Act, and they who had been holding their land directly under the Government under a periodical enhancement in the name of the settlements, resettlements and commutations and who had nothing in common with the cultivators in the zamindari areas whose rates of rent had been permanently fixed, have been brought under one enactment with one procedure of the recovery of rents for the first time. Most people in these days may be under a wrong impression that the Rent Recovery Act was confined exclusively to the cultivators in the zamindari areas, and it had nothing to do with the collection of rents by the Government ryots from their under tenants. The report of the Second Select Committee made the position clear that there was no change in the principle of the Bill from the one enunciated in the old regulations. They made it also clear that the rates of rent fixed at the time of the permanent settlement were the maximum rates and that they could not be altered in the same manner in which the peshkash could not be altered. They made the position further clear that the occupancy ryots could not be ejected. Having laid down the rules and the cardinal points they wanted to amplify the same by adding clauses (1) to (4) in section 11 of the Rent Recovery Act. To understand the real scope and meaning of these clauses and the class of persons to whom they were intended to apply, it is necessary that we should bear in mind the definition of ‘ Landholders ’ given in section 1 of both the Bill and the Act.

When we remember that there were two classes of ‘ landholders ’ and the ‘ rent ’ as defined in the Bill included ‘ public land revenue ’ when payable to a landholder of the first-class, in other words, when payable by a cultivator to a zamindar in an estate, it is made clear that what was paid as rent, by the cultivator to the zamindar, either towards peshkash or towards his allowance was only ‘ public land revenue and not real rent.’ It is also made clear that the amount paid (1) by the under-tenant to a zamindari ryot, and (2) also that paid by the cultivators to a zamindar or proprietor in his private lands was treated as public land revenue. In this manner it was declared in the Rent Recovery Bill that there was no difference between the amount paid by the tenant of a private land of the zamindar and that paid by an occupancy tenant. In other words, in clause (10) of the Bill the rules laid down in sections 7, 9 and 15 of Regulation XXX of 1802 were embodied. It is necessary to mark the contents of the rule 10 of the Bill because, in the Act section 9 of Regulation XXX of 1802 was not adopted *en-bloc*, although section 5 of the Act corresponding to section 7 of the Regulation was enough to give protection to the cultivators. We shall have to examine also why, what was embodied in clause (10) of the Bill was dropped out in the Act. Clause (10) runs as follows:—

10. Landholders of the first class who occupy the place of Government in reference to the land, and are only entitled to pay tax payable therefrom up to a portion of it, shall not levy any unauthorized assessment or tax on their ryots under any name or under any pretence. Where disputes may arise respecting rate of assessment whether in money or in kind, such rates shall be determined according to those permanently assessed upon the lands in dispute, or where such rates may not be ascertainable or where such lands have not been permanently assessed, according to the rates established for contiguous lands of the same

Regulation XXX of 1802; 5 and 7—
unauthorized exactions forbidden.

description and quality as those respecting which dispute may arise; provided always that nothing herein contained shall affect the right of such landholder

with the sanction of the Collector, to raise the assessment upon any land in consequence of additional value imparted to them by works of irrigation or other improvements provided or procured at his own expense; provided also, that no pattas may have been granted by any such landholder at rates lower than the rates assessed upon such lands, or upon contiguous lands of the same description and quality shall be binding upon his successor unless such pattas shall have been bona fide granted for the erections of dwelling houses, factories, or other permanent buildings or for the purpose of clearing and bringing waste land into cultivation or for the purpose of making any permanent improvement; always that nothing herein contained shall affect the right of such landholder, which such lower rates of assessment were allowed."

Compare the above clause (10) of the Bill, with section 11, clauses (1) to (4) and sections 5, 13 and 14 of the Rent Recovery Act, which is given below :—

Comparison
between the
clause 10 of
the Rent
Recovery
Bill and
section 11
of the Act.

Section 11 of the Rent Recovery Act.

Section 11 of the Rent Act runs thus—

" 11. In decision of suits involving disputes regarding rates of rent which may be brought before the Collectors under sections 8, 9 and 10, the following rules shall be observed :—

- (1) All *contracts for rent*, express or implied, shall be enforced.
- (2) In districts or villages which have been surveyed by the British Government, previous to 1st January 1859, and in which a money assessment has been fixed on the fields, such assessment is to be considered the proper rent when no contract for rent express or implied exists.
- (3) When no express or implied contract has been made between the landholder and the tenant and when no money assessment has been so fixed on the fields, the rates of rents shall be determined according to local usage and when such usage is not clearly ascertainable, then according to the rates established or paid for neighbouring lands of similar description and quality :

Provided that, if either party be dissatisfied with the rates so determined, he may claim that the rent be discharged in kind according to the 'waram' that is according to the established rate of the village for dividing the crop between the Government or landlord and the cultivator. When the "waram" cannot be ascertained such rates shall be decreed as may appear just to the Collector after ascertaining if any increase in the value of the produce or in the productive power of the land has taken place otherwise than by the agency or at the expense of the ryot.

- (4) In the case of immemorial waste land and of lands left unoccupied either through default or voluntary resignation, it shall be lawful for landholders to arrange their own terms of rent; provided that nothing in this rule shall be held to affect any special right which by law or usage having the force of law, are held by any class or person in such waste or unoccupied lands :

Provided always that nothing therein contained shall affect the right of any such landholder or to raise the rent upon any of his lands in consequence of additional value imparted to them by any work of irrigation or other improvement executed at his own expense, or, where additional value having been imparted to any of his lands, by any work of irrigation or other improvement executed by the Government, he has been required to make an additional payment to Government in consequence of such last mentioned additional value of work of irrigation or other improvement. But in either case the sanction of the Collector as to the amount of additional rent shall be obtained by the landholder previous to his raising such rent upon his said lands or any of them (Madras Act II of 1871 and Madras Act III of 1890) :

Provided also that no pattas which may have been granted by any such landholder at rates lower than the rates payable upon such lands or upon neighbouring lands of similar quality and description shall be binding upon his successor, unless such patta shall have been bona fide granted for the erection of dwelling

houses, factories, or other permanent buildings, or for the purpose of clearing and bringing waste land into cultivation, or for the purpose of making any permanent improvement thereon, and the conditions upon which unless the tenant shall have substantially performed such lower rates of assessment were allowed."

On a comparison of the above clause (10) of the Bill with section 11 of the Rent Recovery Act, we find that section 9 of Regulation XXX of 1802 was omitted altogether and that two provisos were added to proviso 1 of clause (4) of section 11, as against one, included in Rent Recovery Bill (1863) and, none in Regulation XXX of 1802. We also find clauses (1) to (3) of section 11 added for the first time. The first part of clause (10) of the Bill laid down the rule that the landholder was not entitled to levy any kind of additional assessment or tax on the ryot. The next sentence laid down that disputes respecting rates of assessment should be settled by adopting the rates fixed permanently on the lands in dispute at the time of the permanent settlement and where such rates may not be ascertainable, or where such lands are not permanently assessed according to rates established for contiguous lands of the same description and quality as those respecting which the dispute arose. These two sentences constitute the sections 7 and 9 of the Patta Regulation XXX of 1802. Next two provisos were added; the first relating to the right of the landholder, with the sanction of the Collector, to enhance the rate of rent, on the ground that additional value was imparted to the land by works of irrigation or other improvements, made at his own cost, while the second laid down that the rates lower than the permanent rates, fixed by the zamindar were not to be binding upon this successor, unless they had been fixed bona fide for the erection of dwelling houses, factories or other permanent buildings or for the purpose of clearing and bringing waste land into cultivation. This second proviso embodied section 15 of Regulation XXX of 1802. Clause (10) of the Bill as a whole contains the whole law which the Legislature intended to enact, with regard to enhancement of rents on the cultivated and uncultivated lands. We do not find clause (1) of section 11 of the Rent Recovery Act relating to contracts or clause (2) relating to settling rates on the basis of survey affected before 1859; or, clause (3) fixing the rates according to local usage or neighbouring rates, in clause (10) of the Bill in unambiguous terms embodied the contents of sections 7, 9 and 15 of Regulation XXX of 1802. If only the contents of the clause (9) had been retained in the Act, and the under-tenants of the zamindari ryots and cultivators of zamindar's private lands had not been brought within the definition of tenants and a separate Bill introduced for the non-occupancy holders, and ryotwari landholders much of the confusion that followed could have been easily avoided. The omission of clause (9) and substitution of clauses (1), (2) and (3) of section 11 of the Act in its place, was the cause of the whole trouble. Although clauses (1) to (4) of the section 11 had not been excluded from and section 9 of the Regulation not included, yet the inclusion of section 7 and other provisions of the Regulation in the Rent Act were sufficient to guarantee the occupancy right and permanency of the rents. The inclusion of the non-occupancy lands and ryotwari holdings under the Act along with the addition of new clauses (1), (2) and (3) in section 11 of the Rent Act, should have enabled any court to understand that the new clauses of section 11 were intended to the second class of landholder and holders of non-occupancy lands only and not to occupancy ryots whose rents had been permanently fixed in 1802 and re-affirmed in the Board's Proceedings No. 7743 of 1864 and Mr. Hodgson's exposition in the Vth Report, on which the Rent Recovery Act of 1865 was based. However, there were judges who put wrong construction on clause (1) of section 11 and other provisions of the Rent Act, Chokkalingam Pillai's case 6 M.H.C.R., 164 became the leading one, in which the learned English Judges of the newly established High Court, out of ignorance of the common law of the land, held that a cultivator who accepted a patta for one year could not in any way be better than a tenant from year to year and that rents could be enhanced as against such ryots. Taking advantage of this decision landholders started inserting new clauses in pattas which had no place in the patta given at the permanent settlement and they were construed as "Contracts" within the meaning of clause (1) of section 11 of the Rent Recovery Act by which the ryots agreed to pay enhanced rents. This wrong view prevailed until it was overruled in later decisions. This subject is fully discussed in the chapter on "Case Law" (Chapter X).

It was already pointed out that the Select Committee of the Rent Bill after laying down the two cardinal rules that the rent fixed at the time of the permanent settlement was the maximum rent and that that the ryot could not be ejected as long as he was paying that rent, observed that section 11 of the Rent Bill should be amplified. By amplification they seem to have meant that, while declaring that all the public cultivable lands, cultivated as well as uncultivated lands had been assessed permanently, they desired to make provision in favour of the landholders to enable them to increase rents as they please in all other cases. What were the other cases contemplated by the

rules 1 to 4 of the Rent Act. All the private lands of the under-tenants of the landholders and all unoccupied lands which might be given to the cultivator on a lesser rate than the permanently settled one, to enable him to construct buildings or reclaim the waste lands, etc. Before proceeding to examine in detail the provisions of section 11 of the Rent Recovery Act, we shall first discuss (1) the scope of section 11 and the rules therein, that is, to ascertain the person or persons or the class or classes to which those rules were intended to apply; (2) whether the rules of section 11 were intended to apply both to the occupancy as well as the non-occupancy ryots; (3) the reason for framing the rules. If the rules were intended to apply to non-occupancy ryots only or to both, what were the causes that induced the Government to insert so many clauses in section 11 for enhancing rates of rent. First let us examine the scope of section 11. Keeping in view the rules laid down by the Select Committee in their Report and the rules embodied in the Rent Recovery Bill rules 1 to 4 in section 11 must be taken to mean, whenever they permitted enhancement of rents, to apply only to non-occupancy lands.

Scope of the rules 1 to 4 of section 11—Clause (1).—The status of the occupancy ryot, by itself excludes the idea of payment of enhanced rent or even that of entering into contractual relationship. In the Act VIII of 1865, clause (1), section 11 “Contracts” were recognized. This was not intended to apply to those who had occupancy rights; but only to those (1) under-tenants of ryots, and (2) tenants of the zamindar’s private lands, who are known as non-occupancy cultivators, and (3) all landholders under ryotwari settlements, etc., referred to in clause (2) of section 1, and section 13 of the Rent Recovery Act. The “Contract” was also intended to apply to (4) parties who entered into agreements with the zamindars for reclamation of waste lands in which the zamindar agreed to take for a fixed term a lesser rate, without prejudice to cultivator’s occupancy right, and liability of the zamindar not to impose a rate higher than the one settled in perpetuity at the time of the permanent settlement. Scope of the section 11.

Clause (2).—Enhancements under clause (2) can apply only to ryotwari lands that had been surveyed prior to 1859 because no survey had been done in any of the zamindari before 1859, and it was done only in the ryotwari areas. There has been no survey or settlement in zamindaris until now except in some estates like Vizianagram. Therefore, this clause was specifically intended to apply to ryotwari ryots, who were defined as second-class landholders under section I and referred to in section 13 of the Rent Act.

Clause (3).—Third clause must be taken in the first instance to have been intended to apply only to those cases in which clause (1), applied.

Clause (4).—Section 11, clause (4) of the Rent Recovery Act of 1865, laid down that the landholders might dictate their own terms on waste lands. At first sight it might appear that it had given them a free hand and absolute right in regard to rates of rent. A study of the proviso makes the position clear. Under the proviso, all special rights were preserved. What were the special rights? They were (1) the right to extend cultivation to the waste, and (2) the right to pay not what was called “rent,” but assessment due thereon, *fixed for ever* at the permanent settlement.

The proviso runs as follows :—

“Provided that nothing in this rule shall be held to effect any special right, which, by law or usage having the force of law, or held by any class or person in such waste or unoccupied land.”

What was the special right which the cultivator had in the waste lands? From the very outset, the cultivator was the freehold owner of the land, his only liability being to pay a share of the produce to the king to meet the cost of administration. His special right was not confined to the land that was under cultivation only then. Every other land cultivated or not cultivated, waste or jungle or forest, within the limits of the village belonged originally to the village community, until that unity was split by the introduction of the ryotwari system and each individual was made the owner of his part. The ancient right jointly vested in all the villagers then, has now vested in each individual. The waste land is therefore his own exclusive property, until it was separated from the land under cultivation at the time of the permanent settlement and treated on a different footing. The division and separate treatment at the time of the permanent settlement referred to in the Permanent Settlement Regulation and Patta Regulation were not intended to create any special higher right in the waste land in favour of the landholder. On the other hand, it was intended that the rate which the landholder might claim for the waste land subsequent to 1802, should not exceed the customary rent that had been established before the permanent settlement, and that the waste lands should not be claimed by the cultivator, as having been taken into account when the rents and the peshkash were permanently fixed for the purpose of the permanent settlement. The arrangement between the Government and the

landholder when they assigned their right to collect the balance of the revenue in his favour, was that any income that might come out of the waste lands after the date of the permanent settlement should not be deemed as to have been included in the permanent assessment fixed on the cultivated lands; and also that the Government did not wish to claim any separate assessment from the zamindar on the waste lands that had been brought under cultivation subsequently. That was the only special advantage conferred upon the zamindars by the Government when they divided the lands into two parts, one cultivated and the other uncultivated, or waste.

Having dealt with the scope of clauses (1) to (4) of section 11 under the first head, let us now examine clauses (1) to (4) of the section, on the alternative footing whether they were intended to apply both to the occupancy and the non-occupancy lands and also ryotwari lands. This has to be done because the whole confusion after the passing of this Act had arisen on account of the grouping of the sections (1) to (12) together, so as to make them apply to all patta lands including those on which rent had been permanently fixed at the time of the permanent settlement. In that view, that is the construction that should be placed on each one of the clauses (1) to (4) when we grant that they were intended to apply to the lands covered by the permanent settlement also. In that case, the construction that should be placed upon each one of the clauses should have been as follows:—

Clause (1) of section 11 of the Rent Recovery Act.

*Clause (1).—*When applied to occupancy lands “contract for rent” in this clause must mean contracts entered into at the time of the permanent settlement in 1802 or before. This clause and the succeeding clauses were intended to take the place of section 9 of Regulation 30 of 1802 which was repealed when section 11 came into force. Therefore, the intention of the Legislature must be taken to have been the same as that of section 9 of Regulation XXX, as interpreted by Regulations IV and V of 1822 and also the Rent Bill of 1863. Then the language of this clause worded as it was, was unhappy and gave room for wrong interpretation in favour of the zamindars because of the vagueness of the words used in this clause. Therefore, the Courts of Law, when they were called upon to interpret it, were led into mistakes in the beginning.

When the Rent Recovery Act came into force, the Contract Act was not in force. Therefore, the only meaning that could be attached to the words “Contracts for rent,” when applied to occupancy ryots, must be the natural and proper meaning of the words used in the section of Regulation XXX of 1802.

The reason for introducing clause (1) of section 11 seems to be a misunderstanding that all contracts entered into between the two parties should be enforced. When the Rent Recovery Act was passed, the Indian Contract Act was not yet enacted. The Indian Contract Bill was passed on a report of Her Majesty's Commissioners appointed to prepare a body of substantial laws for India, on July 6, 1866. We cannot, therefore, say that the word “contract” adopted in clause (1) of section 11 had the same meaning as the word “contract” used in the Contract Act. Clause (1) of section 11 was the subject of discussion and comment in law courts in many cases. There were so many cases in which the zamindars sued the tenants for enhanced rents on the ground that there were clauses entered in pattas which amounted to contracts between them and their tenants. But the courts held that such clauses in pattas and muchilkas in which enhanced rates were agreed upon, by themselves did not constitute contracts. Some rulings of the Madras High Court, prior to CHOKKALINGAM PILLAI'S CASE (Chokkalingam Pillai's case declared that the tenant had only a right from year to year and not permanent occupancy), established that the ryot had had the occupancy right always and the zamindars were only farmers of revenue who made themselves liable to pay to the Government the difference between the total revenue or assets assigned to them for collection and the peshkash fixed, the balance being paid to them as remuneration for the trouble of collection with the additional advantage of getting income from the land lying waste at the time.

Section 9 of Regulation XXX of 1802 was abolished and in its place, clauses (1), (2) and (3) of section 11 were substituted. Section 9 of Regulation XXX ought to have been reproduced instead of introducing new clauses which were calculated to do great mischief to the ryot. Clauses (1), (2) and (3) of section 11 of the Rent Act became the cause of all subsequent trouble. The words “contract for rent” in clause (1) of section 11 began to be construed in the light of the definition of contract given in the Indian Contract Act that came into force subsequently. Although, for some time, the mistake continued, it was accepted later by the Judges, that clauses in pattas and muchilkas in which a time-limit was fixed

and also the rent was enhanced, were not contracts within the meaning of the Regulation XXX of 1802, in all cases of occupancy ryots. Under this clause there could be no consent for enhancement of rent over and above what was fixed before the permanent settlement; if there were any such clauses entered in the patta or muchilka, they were not valid and binding upon the tenants and if the monies had been collected it was an unlawful levy, illegal and unjust. It was held that the presumption was in favour of the tenants and not in favour of the zamindars. Section V of the Rent Act provided against excess collections, etc.

Clause (2).—Clause (2) says that in district and villages which have been surveyed by the British Government since 1802 and previous to 1st January 1859, and in which money assessment has been fixed, such assessment should be construed proper. Clause (2) of section 11 of the Rent Act. This clause refers only to ryotwari-holders and not to zamindari areas, because there was no survey in zamindaris before 1859. This is understood to regulate the relations between the ryotwari-holders and their under-tenants only; ryotwari holders having been defined in section 1, as landholders. So this clause may be left out of consideration in this report. In the alternative, we shall examine whether this can fit in as against occupancy lands. Under this clause, if a dispute had arisen between the landholder and the tenant after the district or village had been surveyed by the British Government and in which a money assessment had been fixed on the fields such assessment should be considered a proper rent to operate when there was no contract entered into between the parties express or implied for rent. In the first place, the contract of the permanent settlement came in the way. Assuming that it does not, even then it cannot apply. Example, if in spite of the survey made prior to 1st January 1859, a dispute had arisen with regard to the rate of rent in 1864, before the Rent Act VIII of 1865 was passed into law, and the court had been called upon to decide, then that court would have been bound to decide it according to the law laid down in rule 9 of Regulation XXX of 1802 which declared that the proper rate of rent was the rate that prevailed in the year previous to the passing of the Patta Regulation XXX of 1802. Clauses (1) to (3) were on their face calculated to create more burden on the tenant by way of enhancement of rent. In the place of clause (2) the Legislature ought to have laid down the same old rule 9 of Regulation XXX of 1802 in a different form, if necessary, by declaring that, notwithstanding the survey made on the fields and the increase in measurement ascertained according to the prevailing standard of measurement, the rate of rent on the said area, in the case of disputes, should be the same, as it was in the year preceding the year of permanent settlement. There were cases decided by courts refusing to enhance rent on the ground that on survey more acres were found than the area previously described in the boundaries.

This should be the interpretation on clause (2) even if it applies to occupancy rights, because the rent had been fixed for ever in the year 1802, without any regard to the variations that might be found 100 years later by adopting the new standard of measurement on the same plot.

Clause (3).—In this clause if it is taken as covering occupancy rights also, the word “usage” must be taken to mean the established usage in the year previous to the permanent settlement on the basis of which the permanent settlement rates were fixed and “neighbouring rent” also must be taken to mean neighbouring rents as they prevailed in the year previous to the permanent settlement. Clause (3) of section 11 of the Rent Act.

The fixing of rent under this clause seems to correspond with section 9 of Regulation XXX, though not in exact words. The provision in clause (3) that the rates of rent shall be determined according to local usage and if that is not ascertainable, then according to the rates established or paid for neighbouring lands of similar description, correspond in substance to section 9 of Regulation XXX of 1802. Section 9 says, that, when disputes arise rates shall be determined according to the rates prevailing in the cultivated lands in the year preceding the assessment of permanent jumma on such lands, and when such rates were not ascertainable, according to the established rates for lands of the same description and quality.

The words “Local Usage” and “Rates Established” convey the same meaning which the words of section 9 of Regulation XXX conveyed. Further the proviso

makes the position still clearer that the provision made in clause (3), corresponds to section 9 of Regulation XXX of 1802. The proviso laid down :—

“ Provided that, if either party was dissatisfied with the rates “ so determined ” he may claim that the rent may be discharged in kind according to the “ waram,” that is, according to the established rate of the village, at the time of the permanent settlement.”

The first part of this proviso expressly takes us back to the established rates of the village of permanent settlement. Therefore, the word “ usage ” and “ the rates established ” according to neighbouring lands used in the main clause must be taken to have referred to the rates fixed permanently in 1802. The proviso that takes us back to the established rates of the village, at the time of the permanent settlement cannot be taken to have been tacked on to a usage or a neighbouring rate that was prevailing at the time of the dispute—say sixty years later. That will be an unnatural construction. The proviso must be taken to refer to the same period to which the main rules relate. Proviso is like an “ exception ” to a general rule.

On this construction, we may take it that section 9 of the Patta Regulation is embodied in clause (3) though not word for word, but in substance and spirit. If the words of the section had been copied bodily as was done in clause (10) of the Bill there would have been no occasion for controversy. The mistake made in this connexion is in their having given precedence to the “ contract.” The Select Committee that laid down the rule and the principles faithfully in their Report, made a mistake in their endeavour to amplify section 11 in giving precedence to “ contract.” Another mistake made in this connexion is in having finally given power to the Collectors to fix the rate according to his pleasure, after ascertaining, if there was any increase in the value of the produce or productive power of the land and the same had not been brought by the ryot at his own cost. This is the amplification which the Select Committee proposed to make in their Report. This was contrary to the provisions of Regulation XXX of 1802. Permanent rights of occupancy and permanent settlement of all rates at the time of the permanent settlement, as contemplated by section 9 of Regulation XXX, clearly exclude the idea of any agreement to pay an increased rate on the ground of larger yield on any further date. This change is a mystery.

It is thus clear that the rule in section 9 of Regulation XXX of 1802 is embodied substantially in clause (3) of the Rent Act, section 11; the only wrong done being that contracts were given precedence to the fundamental right established by Regulation XXX of 1802. But this can be explained away on the footing that “ contract ” refers only to permanent settlement contract of 1802.

In the alternative let us consider that this clause (3) was intended to apply to the second class of landholders also. Even then the same construction must be placed on the main clause and the proviso, and the same relief must be extended to non-occupancy ryots also. This must be so, because, the Legislature did not intend to make any distinction between occupancy and non-occupancy holdings, with regard to the rules for the collection of rents in 1865.

Clause (3) of section 11 laid down, as we have seen, a third method of fixing*the rate of rent, in the absence of a contract or any assessment fixed on the fields. This is an effort made to stretch a point in favour of the landholder by some means or other. The injustice of the rule may be seen at a glance, by the last alternative, viz., the rates of the neighbouring lands. If the rates of neighbouring lands had been improperly enhanced against the tenants who had no knowledge or strength to resist it, it becomes a standard legalized under the Act. Again what is meant by determining the rate of rent according to local “ usage ”? What is the local usage? If illiterate ryots, or tenants had not questioned for a number of years the landholder’s right to enhance rent and went on accepting pattas containing clauses relating to enhancements, does it amount to usage? Thus an “ usage ” which ought to have been declared illegal, and improper had become legalized under the cover of legislation. The reasonableness of the rules laid down in this clause was not lost sight of by the Legislature itself. With full consciousness that such “ local usages ” and “ neighbouring rates ” might not be just, proper safeguard was provided by way of adding a proviso to the effect that, if either party should be dissatisfied with the rates so determined he may claim that the rent be discharged in kind according to “ waram ” that is, according to the established rate of the village for dividing the produce of the land between landholder and the cultivator. In other words, the proviso further declares that if the waram could not be ascertained, the Collector be empowered

to fix the rates that he might consider proper having due regard to the increase in the value of the produce or in the productive power of the land otherwise than by the manuring at expense of the ryot. This addition of the proviso makes it clear that the money assessment that may have been fixed on the fields surveyed before January 1859 might not be accepted by the tenants as just and proper in view of the introduction of the exchange ratio in those early stages. In or about the period 1865–1871, the Pound (£) value was reduced from Rs. 15 to Rs. 10 for the benefit of those highly-paid officers who drew their salaries in rupees and remitted their monies to their homes and also have created a clear market for Great Britain in India, by offering to sell their goods of £ 1 worth for Rs. 10 instead of Rs. 15. (In currency language there was then an increase of the £ ratio from 1s. 4d. to 2s.). Reversing the process, the agriculturists and the producers of India were getting for the goods which they were selling to Britain only Rs. 10 instead of Rs. 15 which they had been getting before the exchange ratio was enhanced. To-day, the agriculturists of India are suffering on account of the increase in the ratio effected in or about 1927 or 1928 from £0-1-4 to £0-1-6, per rupee. Even in these days the agitation started against the increase in the exchange ratio has been short-lived. In those early days of 1865 there could not be very much of agitation. The rulers were absolute masters of the finance, currency and exchange and they were free to do whatever they liked with the monies which they were collecting from the people. The sentence in this proviso to clause 3 of section 11 which deals with the variation of rent according to the increase in the value of the produce makes the position clear that the Government was endeavouring to help the landholders at the cost of the cultivator. Again the suggestion in the same proviso that with the increase in the productive power of the land, the rent payable to the landholder was also increased, was neither just nor proper. The provision is not that the landholder is entitled to claim more if he had helped the tenant to produce more, by increasing the productive power of the land at his own cost. On the other hand, it laid down that if there was an increase in the productive power of the land even by an act of God the landholder should be entitled to claim more. There is no justice in this: the rent was fixed permanently with the peshkash, all the benefits derived from the increase in the productive power of the same land or on account of a rise in prices, go to the tenant who labours hard on the soil and not to the landholder.

Clause (4).—Landholder permitted to levy his own terms of rent on immemorial waste lands and lands left uncultivated and unoccupied either through default or voluntary surrender.

Provisos to clause (4), section 11, Rent Act.

The proviso to this excludes all the lands permanently assessed at the time of the Immemorial settlement, cultivated or waste, occupied or unoccupied. The proviso runs as follows:— waste.

“ Provided that nothing in this rule shall be held to affect any special rights, which by law or usage having the force of law are held by any class or person in such waste or unoccupied lands.”

To this, two provisos are added making even permanently settled lands liable to enhancements, first when improvement are effected at the cost of the landholder, secondly, when improvements are effected at the cost of the Government and the landholder called upon to pay additional rate. Of these two, the first alone was included in the Rent Recovery Bill, whereas in the Act the second was also added to it.

Therefore, in the result the right given to the landholder to arrange his own terms of rent on immemorial waste and other unoccupied lands extends only to immemorial waste or other unoccupied lands that had not been taken into account at the time of permanent settlement, and on which the upper limit of the rent had not been permanently fixed. So far as the immemorial waste or other unoccupied lands had been specially protected by law or usage, no right was given to the landholder under Regulation XXX of 1802, to take any higher rent, than the one fixed at the time of the permanent settlement. But in the Rent Act, two exceptions were made in this respect. The one is, when the landholder makes any improvement and the second, when the improvements are made by the Government. This is an encroachment upon the rights permanently fixed at the time of the permanent settlement. Both these are utterly inconsistent with the independence given to the cultivator under the Regulation. So long as the cultivator was holding a free interest in the land, subject to the payment of land revenue to the ruler or his representative, the landholder can never claim any right to enter upon the land and make any improvement himself. Nor can he ever claim a right to compel the cultivator to make an improvement at his cost, so that he can claim an enhancement. Similarly, the landholder cannot claim any enhancement on account of any improvement made by the

Government. If the Government or the landholder made any improvements, it was only because he was under an obligation to make such an improvement. It was in consideration of discharging that duty, that he was taking the land revenue from the cultivator. Another alternative construction in clause (4) :

Alternative construction on clause (4) of section 11 of Rent Act.

Clause (4) must be taken to have contemplated to deal with immemorial waste land and other unoccupied lands in the possession of the second-class of landholders solely; because there is nothing in the whole clause, including all the provisos, to indicate that the landholders of the first class were intended to be covered by the same. When there is nothing to indicate in the whole clause, that only the landholders of the first class and their cultivators are intended to be dealt with by clause (4), and when all the enhancements proposed are utterly irreconcilable with the permanent rights of occupancy, the natural construction is that they were intended to apply only to the second class of landholders and their ryots. The same principle applies as pointed out already to enhancements contemplated by contracts, by survey and money assessment, etc., under clause (3). On such an interpretation the result seems to be that so far as the enhancements are concerned the Legislature did not intend to attach any such liability to occupancy rights, under section 11 of the Rent Act. That is why even Mr. Forbes stated in his speech that there was nothing in the Act VIII of 1865 calculated to take away the fixed and permanent rights that had vested in the cultivators from the time immemorial. While such was the natural construction and on such a construction the permanent rights of occupancy and the permanent settlement of the rates of rent had been held and declared by the Government and the Board of Revenue from 1802 until 1908, wrong constructions and interpretations were put on clauses (1) to (4) by some of the courts and wrong decisions had been given negating the permanent rights of occupancy and also recognizing the right of the landholder to enhance the rents under any of the clauses (1) to (4) of section 11 of the Rent Recovery Act, for some time.

It has already been pointed out that this wrong view had been subsequently overruled by later decisions and also by later legislation. The contract clause was entirely done away with under the Estates Land Act; on the other hand, the provisions of the Patta Regulation XXX of 1802 by which enhancements and exaction were prohibited have been embodied in sections 135 and 136 of the Estates Land Act in Chapter VII.

The causes that influenced the Government to insert so many clauses for enhancing the rate of rent.

The causes that influenced the Government to insert so many provisions for enhancement of rent.

What is the meaning of inserting these new provisions for enhancing rates of rent? There was every reason at that period for making such provisions to regulate the collection of rents as between the ryotwari tenant and his under-tenant. The Government had been engaged from the earliest times in increasing rates of rent, either after survey and settlement or each settlement or when they were adopting commutation rates.

The year 1865 was rather a momentous one, as will be seen from the facts given below :—

- (1) After the permanent settlement of the estates in 1802 and 1803 on the basis of the average rentals, correspondence went on between the Madras Government and the Court of Directors about the settlement of the ryotwari areas. Sir Thomas Munroe recommended a permanent settlement with the ryots in regard to ryotwari lands. The Government of Madras discussed at great length the merits of the settlement both on the basis of the permanent settlement and also the temporary basis of 30 years. The Court of Directors rejected the advice given by Sir Thomas Munroe and other officials. It decided on adopting the 30 years re-settlement.
- (2) Simultaneously with this, the principles of the Inam Settlement were also decided upon about the year 1860. In this connexion the Inam Commissioner's proceedings No. 81, dated 24th October 1859 and the Inam rules in Appendices to Chapter IV of Board's Standing Order, Volume II, should be referred to. By this date, that is 24th October 1859, the principles of Ryotwari and Inam Settlements were fixed and both went on simultaneously from 1860 onwards. That is clear from the calendar survey and settlements from 1867.
- (3) *The prices.*—The prices of 1860 were still very low though they compared favourably with those of 1802. The garce referred to in the B.P. No. 20 of 1896 is the Tanjore garce which was twice that of the Godavary, the Godavary garce being equivalent to 1,200 kunchams or 4 Imperial seers and an Imperial seer was equivalent to 82 tolas weight. The Madras padi or seer was equivalent to 120 tolas; the garce of Chittoor and Vizagapatam were equivalent to 60 tolas or half of that of Madras. Therefore, Vizagapatam single garce was equivalent to 450 kunchams or 4 imperial seers or 600 kunchams of 4-6 seers.

By this time the question of prices and the prospects of their rising already became a guiding factor in the matter of settling the assessment which the Government should levy for their own ryotwari ryots. What they were thinking about the prospects of realizing enhanced rents from the ryotwari tenants on account of the rise in prices influenced them when the question of a revision of the rate of rent as between the tenant and the zamindar came up. At the time of the Rent Recovery Act VIII of 1865, the temptation became so irresistible that the rules which they wanted to lay down for periodical enhancements in the name of the settlements and resettlements in ryotwari areas were made applicable to the regulation of the rates as between the zamindar and the tenants as well, having regard to the changed conditions in the country since the Mutiny of 1857 and the growing desire on the part of the Government to secure the support of the zamindars for any future contingencies.

The prospect of a rise in the price which was the guiding factor in matter of settling the assessment on ryotwari once unconsciously influenced the Government when they tried to regulate the relations between the zamindar and his ryots.

(4) What were the prospects which were looming large in the eye of the Government about that time in the matter of realizing the higher rates of rent on ryotwari land? They were hoping for a great future in the rise of prices on account of consolidation policy adopted by Lord Dalhousie and the opening up of great works. They consisted of mainly :

(i) The making of Imperial roads.

(ii) Starting of railways.

(iii) The construction of Godavary, Kistna, Tanjore and Trichinopoly projects or anicuts.

(iv) The introduction of the Penny Postage and greater commercial contact with India expected to be created in the European Powers particularly through steamships after the Napoleonic wars. It was just about this time that Mr. Watts invented steamship mechanism.

(v) Paper Currency Act passed in 1861 through which expansion and contraction of money became possible to unlimited and disastrous limits.

(vi) Navigation by rivers and canals, particularly the Buckingham canal.

(vii) Irrigation Cess Act VII of 1865.

All these were calculated to contribute towards the gradual rise in prices of agricultural produce. With this imaginary picture before them and the great prospect they should realize, the four clauses of section 11 of the Rent Recovery Act were enacted, but they were intended to apply to non-occupancy lands and to Government ryotwari lands only as shown above. In addition to all these facts, the Government and their civil servants were originally under the impression that the zamindars should be of great help to them in time of war in the matter of supplying men as well as money.

Along with this, both the economic and currency policy of the Court of Directors should also be kept in mind. Although the East India Company had been carrying on its trading operations for a long time and although the first English rupee was coined in Bombay in 1667 and Porticallous Pieces of '8' were coined and imported into India for circulation during the reign of Elizabeth before 1667, it was not until 1758 that the British rule was firmly established in this country. In other words, the British were engaged in preparing for establishing their rule for a period of about 81 years, before 1758. In or about 1802, the date of the Permanent Settlement Regulation and Patta Regulation, the British people did not develop very much of their economic system or currency laws in England on any scientific basis. They were in a great confusion in the matter of realizing their rents from the zamindars or rent-farmers. The revenue was paid mostly in kind as a share of produce. There were no currency or coin available on any large scale of their own. They had inherited the monetary and currency system also from the Muhammadan Rulers from whom they had taken charge of the Provinces of India.

The economic and currency policy of the Company.

Under such circumstances we should examine what happened between 1802 and 1865 when the regulation XXX of 1802 was repealed and the Rent Recovery Act VIII of 1865 was enacted in its place. So far as the zamindars or landholders are concerned it is admitted that there has been no enhancements in the peshkash (land-tax) which the landholder has been paying to the Government. On the other hand, from the evidence recorded by this Committee in this enquiry, it is clear that the rent fixed at the time of

Rent fixed at the Permanent Settlement has been altered a great deal to the detriment of the cultivators.

the permanent settlement as payable by the tenants to the zamindar has not remained unaltered except in the districts where the sharing system continued. The evidence has not been uniform in the various estates in the Presidency. In the estates of the northern circars, particularly in the Pithapuram estate and some others, it is admitted that for a long time there was what was called "vonthuvari system" prevailing. Under this vonthuvari system there was no certainty of tenure nor was there any fixity of the rents. Under this the tenants were obliged to part with the lands which they had cultivated in one year, in exchange for some other on account of the challenge offered by another man to pay a higher rate of rent to the zamindar. What was fixed and settled at the time of the permanent settlement was destroyed in one stroke by the adoption and continuance of a system of this nature. All the troubles taken by the East India Company to fix the rent of the tenant permanently with the peshkash vanished in a moment, when the zamindar took it into his head to adopt such a baneful method merely for augmenting his revenues as against the cultivating tenants. In the southern estates a similar system prevailed under a different name.

In other estates evidence has been adduced to show that there was enhancement of rents during all the different periods stated above between 1802 and 1838. The zamindars and other landholders contend that what was granted to them under the Permanent Settlement Regulation cannot be taken away by any fresh legislation now and that it would amount to expropriation which is beyond the jurisdiction of the Provincial Legislature. We grant, that as a general rule what was granted under the Permanent Settlement Regulation XXV of 1802 to the zamindar cannot be taken away now. Applying the same principle, we must hold that what was granted to the tenants under the Patta Regulation XXX of 1802 cannot be taken away by the zamindar or the Government or by both. Under the Regulations passed on the same date it was not open to the zamindar to claim excess rent or in other words enhance the rate of rents in any form or under any pretext. Rule 9 of Regulation XXX of 1802 expressly laid down that if, there should be any dispute between the zamindar and the tenant about the rates of assessment in money or of division in kind, the rates should be determined according to the rates that prevailed in the cultivated lands in the year preceding the assessment of the permanent jumma on such lands. When such was the rule, if the zamindar or the landholder should change the method of assessment for enhancing the rates of rent or should enhance the rates of rent even without changing the method of assessment, it was illegal and the burden of proving that he was entitled to do so is upon the landholder himself. No such evidence to justify such change of methods or enhancements has been forthcoming in this enquiry for the first period of 1802 to 1865. Notwithstanding the fact that the Regulations XXV, XXX, XXVII, XXVIII and XXIX had been passed on the 13th July 1802, with the best of the intentions to prevent every manner of oppression by the landholder and provide safeguards for the tenant, confusion had been created by the steps taken by the landholders to increase their revenue periodically until 1865, and by the steps taken in that year by the Government to change the law wrongly, using language which was susceptible of wrong interpretation so as to recognize the zamindar's right to enhance the rents on both cultivated and waste lands, ignoring the permanent arrangement. The main reason of the grava-men of the charge against the introduction of clauses (1) to (4) in section 11 of the Rent Recovery Act of 1865 has been that the State did not take proper care to see that the tenants' interests were protected equally with those of the zamindars just at the time the Bill passed into law. The enhancements proposed under clause (1) was intended to be levied on land that was let to the under-tenants by the ryots and the tenants of the zamindar's home-farm lands who were non-occupancy cultivators of the lands. Such ryots were defined as landholders under clause (1) of section 1 of the Rent Recovery Act. So far as the lands on which rates have been permanently fixed at the time of the permanent settlement were concerned they were exempted from such enhancements under section 5 and proviso to clause (4) of section 11. Under section 5 landholders specified in section 1 were declared as not entitled to levy any unauthorized tax on their tenants under any name or under any pretence. Every tenant from whom such sum was exacted in excess of the rents or other charges specified in his patta should be entitled to recover double the amount by a summary suit, with costs. The landholder was also made liable to pay a penalty or undergo punishment, to which he might be liable by law for extortion. This is an exact reproduction of one of the provisions of Regulation XXX of 1802. If in addition to this and sections 4, 6 and 7 adopted en bloc from Regulation XXX of 1802 or at least, clause (10) of the Rent Recovery Bill which embodied sections 7 and 9 of Regulation XXX of 1802 also had been made part of the Act, nine-tenths of the trouble for the cultivator could have been saved. But the Select Committee that was appointed for the second time could not be a free agent, on account of the pressure brought to bear upon them by the petitions presented by the landholders in the preliminary stages, stated that

they arrived at the conclusions after carefully considering the petitions referred to them by the Council that had assembled for making the laws and regulations under dates 19th November and 3rd December 1863. By Council it was meant only the Governor in Council. There was no legislature in existence in those days. The Select Committee also was appointed by the Governor in Council. The Hon'ble Members of the Select Committee admitted that all those petitions were from parties who were interested in upholding the rights, privileges and powers of landholders. They said that the most important point pressed by them was their 'right to raise rents and eject tenants at pleasure.' They further added that these petitions were mostly from the zamindars of northern circars. If the Board of Revenue had not been consulted at that stage, and the Board had not passed their Proceedings No. 7743, dated the 2nd December 1864, and extracts from the Vth Report of the Select Committee on the affairs of the East India Company presented to the House of Commons in 1812 had not been placed before the Committee, the Committee would have been probably led into serious error in regard to the rights and privileges of the cultivators. The Committee acknowledged their indebtedness to the reference in the Vth report and the valuable paper of the Board of Revenue and declared that, without going so far as to hold that zamindars were only farmers or assignees of the public revenue and not proprietors of their estates, they unanimously concurred with the Board that the Regulation of 1822 were intended to protect the occupancy right of the right in the zamindaris by fixing a maximum rent demandable from them and forbidding their ejectment as long as that rent was paid. They further added that Regulations IV and V of 1822 were passed for the increased protection of such occupants of land, in consequence of passages in the Regulations of 1802 which spoke of "a proprietary right being conferred on zamindars" having led to doubt and misapprehension. They further held that there was no need for an alteration in the principle of the Bill which was framed on the above view of rights of occupants of land and zamindars." As stated above, the maximum rent had been fixed permanently on the land at the time of the permanent settlement and the ryots could not be ejected so long as they were ready to pay rent. But having regard to the expence that Regulations IV and V of 1822 had not removed all doubt about the meaning of the Regulations of 1802 and to certain changes also effected since these Regulations were passed, they said that it was necessary to apply section 11 of the Rent Recovery Act and show in greater detail the course to be pursued in settling the disputes regarding the rates of rent. Whatever may have been the troubles created over the rights and liabilities of the zamindars and cultivators and whatever may have been the changes introduced by some of the judges who decided cases, what we cannot understand is why, for the first time, the Government and the promoters of the Bill included the ryots of the Government as landholder—second-class in section I and prescribed a common procedure for enforcing collection of rents from their undertenants. The Government ryotwari system and its tenure was so totally different from the zamindari, and their tenures as had been pointed above repeatedly. The tenure of the cultivators in the zamindari areas was one in which the rents had been permanently fixed and made unchangeable along with the peshkash which the zamindar had to pay to the Government; whereas there is no such thing as that as between the undertenants and the Government ryots with regard to the Government land. Government ryots have free-hold interest in the land, subject to the only liability to pay the tax due to the Government on the land. In zamindari areas also, the cultivators possess a similar free-hold right subject to the payment of the land revenue due to the Government or to their agent the landholder. But the one essential difference between the two is that the revenue or the tax fixed on the land, was fixed permanently under the patta regulation and the same has been reaffirmed by Regulations IV and V of 1822 and the Rent Recovery Act and also the Estates Land Act. No question of enhancement of rents can arise in zamindari areas over such ryoti land. On the other hand, the Government ryot is not prevented by any rule of law to lease his land to anybody he liked and for any rent he pleased. Why these two were brought together to be governed by one law and one procedure in the Rent Recovery Act, is not easy to understand from what is stated in the status or the records connected with them. We have to travel much beyond the scope to ascertain the true causes for this sort of blending of two irreconcilable classes of cultivators into one class of landholders in Act VIII of 1865.

So far as the Government is concerned they did not mind their ryots subletting their lands to others and earning any rent they liked without claiming a proportionate increase in the revenue which the Government was realizing from them. The Government allowed their ryots to make as much profit as they could because the Government in their own turn were enhancing rents against their ryots, through survey and settlements and resettlements and adoption of commutation rents and reclassification processes from 1802 until the economic breakdown came upon the country in 1931 and the Madras

Government have, at last, been compelled to cancel resettlement enhancements and give remissions of 75 lakhs of rupees per year since. While it has been so, between the Government ryot and his undertenant, as between the zamindar and the cultivator, a continuous struggle has been going on since 1802 until 1865; one asserting his right to enhance the rents and eject the cultivator whenever he liked and the other resisting these claims. In this struggle the Government of Madras and the Board of Revenue had been consistently upholding the permanent occupancy rights and the unalterable character of the rents payable by them almost up to the last moment. That protection was extended to them even in the Rent Recovery Bill as has been already pointed out.

Enhancement of rent provided for in the Rent Act is applicable only to ryotwari ryots and their tenants.

Claims pressed by the zamindars before the Select Committee of 1863.

Why then, under such circumstances did the Government mix up both the landholders under the Rent Recovery Act and add to the trouble of the cultivator by introducing so many clauses which gave scope for enhancement of rents as against the zamindari ryots also. No doubt they were meant for the benefit of the Government ryots and their undertenants only and not to the zamindars. But this distinction could not be sustained by Courts always.

It is already stated that the petitions presented by the zamindars in the early stages of the Bill pressed for their right to enhance the rents and eject the tenant. We shall pursue this to know what were all the other claims which the zamindars urged before this committee in 1863 through their petitions. In petition No. 6 presented by the zamindars they pressed that the real property might be made responsible for the rent directly as had been done in Government territory for arrears of public revenue. But the Committee rejected this request.

Again it was represented by the landholders that power should be given to them to compel the personal attendance of their ryots—to take possession of crops in anticipation of rents and also to prohibit tenants from cutting their crops without permission. The Committee rejected this also on the ground that the claim was inconsistent with the cultivator's interests and that such a thing did not find a place in the recent Act for the land revenue. The next request of the landholders was that they should be empowered to recover their loans and advances to the tenants by a summary process. This also was not accepted.

LANDLORDS' DEMANDS (1863) BEFORE SELECT COMMITTEE AND GOVERNMENT.

Other demands of the landholders before the Select Committee of 1863.

Various other demands were made by the landholders before the Committee, viz. :—

- (1) That detailed forms should be given to the pattas.
- (2) That the Bill should define what constitutes a tender of patta.
- (3) That rents should be described.
- (4) That pattas and receipts should be made free from stamp duty.
- (5) That they should be empowered to send their notices of distraint to the Collectors through Tahsildars.
- (6) That forcible removal of distrained property should be made punishable.
- (7) Their suits for rent in the courts should be declared to have precedence of hearing.
- (8) That the landholders should be permitted to enforce acceptance of pattas within one month after demand, while the tenant should be compelled to wait three months before suing the landholder for the grant of a patta.

Such were the points pressed by the landholders before the Committee. Some of them were accepted and others were rejected. The last was granted.

From this list of points urged, it can be clearly imagined what powerful representations must have been made by the zamindars to the Government and to the Select Committee, before whom they appeared. The Select Committee, whose final decision had been dealt with above in detail on the question of rates or of rent and permanent rights of occupancy, did not fall a victim to the pressure entirely, however great it might have been. It was the Board of Revenue and the Vth Report that enabled them to keep straight and protect the interests of the cultivator, by declaring that the maximum rates of rent had been fixed at the time of the permanent settlement and the cultivator could not be ejected so long as he pays that rent. Cultivators' rights were protected up to the stage of the Select Committee and but when once it passed the Select Committee and came to the hands of the Legal Drafting Department, the representations made by the zamindars must have been still more powerful, and it may have been due partly to that, that the second proviso to the first proviso in clause 4 of section 11 of the Rent Act authorizing the landholder to enhance rents for improvements effected by the Government also was introduced and also clauses 1, 2 and 3 were added.

In the first proviso to clause 10 of the Rent Recovery Bill enhancement was sanctioned only for the improvements effected at the cost of zamindar; whereas in the Act the enhancement was sanctioned for improvement effected by the Government as well. Without further pressure the Government would not have conceded this point. The clubbing together of zamindars and proprietors of estates and the ryotwari ryots of the Government, under one definition of 'landholders,' the avoidance of adopting clause 10 of the Bill, as part of the Act, and substituting clauses 1-4 of the section 11, in place of clause 10 of the Bill which embodied sections 7 and 9 of the Patta Regulation of 1802, were the main causes of all the trouble and confusion that followed the passing of the Rent Recovery Act VIII of 1865. On a close examination, there is nothing in the Act that had taken away the rights which the cultivator had been enjoying from time immemorial. Yet the introduction of clauses specially intended for the second-class of landholders and non-occupancy ryots, removing all distinction between occupancy and non-occupancy ryots and the introduction of the rules for the benefit of those who do not belong to the class of occupancy ryots, in one enactment, necessarily created confusion in the minds of the judges who were new to this Presidency and to the prevailing local land tenures. Such judges could not in the beginning detach themselves from the knowledge and belief in the soundness of the Laws of their own country. They believed that the rules relating to English Land Tenure could be justly applied to the Land Tenures of the Madras Presidency. They were led into the same error into which the Zilla judge was led, to hold that the Indian landholder was holding the same rights as the English landlord and the Indian cultivator was only a tenant from year to year, who could be ejected after due notice at the end of the term.

The Rent Recovery Act though it has not actually taken away any right of the cultivators created confusion in the mind of English Judges who were new to the country and its lands.

This wrong interpretation held the field for some time, as has been pointed out, until it was reversed in later decisions and also by the Laws enacted by the Legislatures. A review of the case Law on this subject is given in a separate chapter under the head of "CASE LAW" (Chapter X). So far as the legal status of the landholder was concerned, the controversy was final set at rest in 1908, by the provisions made in section 4 of the Estates Land Act. The landholder is declared to be the collector of revenue in section 4. This was the interpretation put upon that section by the Judicial Committee of the Privy Council, in the case reported in I.L.R., 45 Madras, 886.

The Hon'ble Mr. F. G. Forbes, who was in charge of the Estates Land Bill, in his great speech, reviewed the whole situation from the earliest times up to the date of the Bill, and declared that the tenure and the rate of rent had been fixed in perpetuity at the time of the permanent settlement, and that it was not open to the landholder to demand any enhancement, over and above the rent and the rate fixed at the time of the permanent settlement on all lands that had been under cultivation then, and also on the waste land that might be brought under cultivation after 1802. He made the position clear that the only land on which the landholder could claim a higher rate of rent was his private land and the old waste. He made also the position clear that the rent which the cultivator was paying to the landholder was not really rent, but was only the shist, meaning thereby part of the revenue due to the Government. He actually proposed in the Bill to substitute the words 'shist' for 'rent' with a view to make the relationship between the landholder and the cultivator clear. But some mystery gathers round the final stages of legislation. When the Bill passed into law, we do not find the word 'shist' in place of 'rent' in the Act. We found new clauses introduced in section 30 of the Act, for enhancing the rates of rent on the ground of a rise in the prices, fluvial action, commutation of rates and so forth, leaving the cultivator once again to the tender mercies of the lawyers and judges in law courts, who excelled each other in the matter of interpretation. We cannot blame the judges or the lawyers. Their profession started and ended with examination of sections in the Statutes, interpreting them, and coming to some decision good, bad, or indifferent. It is not within their province to go behind the rules and law laid down in the Statutes. Thus we find the Indian cultivator a victim of the law courts. If only Lord Cornwallis, Sir Thomas Shore and later Sir Thomas Munroe, had changed their views about the judicial system provided then and simplified the procedure as well as the cost, so much obstruction would not have been caused to the scheme of protection extended by them to the cultivator. We quote below the Speech of the Hon'ble Mr. Forbes, which throws a flood of light upon the points discussed by us until now and supports all that we have stated, in defence of the fixity of tenure and the fixity of rent.

The great speech of Hon'ble M. F. G. Forbes when he moved the Estates Land Bill.

"There was clearly no intention on the part of the framers of the Act, which was no more than processual enactment, to differentiate the cultivators into occupancy and non-occupancy ryots or to define the limit of their rights. The Act was intended to do more than facilitate the recovery by the various classes of landholders enumerated in the Act of their just dues from their ryots and tenants, and the Act includes persons who will fall under both these classes of our bill. If up to 1865, the ryots had certain rights there was nothing in the Act to destroy them.

" It seems scarcely necessary to go much further into this question. Unfortunately however, Act VIII of 1865 came into operation shortly after the abolition of the old court of Sadar Adalat, which had other traditions to guide it, and the Judges of the newly established High Court, were misled into construing the inapplicable terminology of English Law which the Act employed as if the terms connoted the corresponding legal conceptions of that law. The patta, mere memorandum of the extent under cultivation in the year and of the particular crops harvested was treated as a lease for a year, which it is not, and so on, until the matter culminated in 1871 in CHOKKALINGAM PILLAI'S CASE, in which the High Court held that, by the acceptance of a yearly patta, the presumption was that the pattadar was a yearly tenant and no more. No doubt, a slight evidence of this customary status might have thrown the presumption on the other way. The legal effect of the case, however, was widely misapprehended and it is with actual results we have to do in legislation; and this misapprehension had far reaching consequences. The zamindars sedulously set themselves to procure from their ryots pattas in which was entered a stereotyped clause that the zamindar was at liberty to lease the land at his pleasure. These were distributed in thousands, generally as printed forms, in the Northern Circars. Rents were forced up under the dire misapprehension of eviction from ancestral homes. The zamindars rarely did actually eject; and the ryot so long as he was not evicted, would sign anything. Such a 'CONTRACT' was virtually valueless, having regard to the unequal relations of the parties.

" The status of the occupancy ryot is incompatible with a contractual relation and the payment of a competitive rent. Act VIII of 1865 included, however, classes to whom such a contract was open, namely, those whom we have classed 'TENANTS' in the present Bill—the under-tenant of the ryot and the tenant of the zamindar's home-farm lands. I do not think there is really much dispute that these are the only classes who can properly be called non-occupancy cultivators. Contract was also open to the parties where, in consideration of the reclamation of waste lands, the zamindar agreed to take a favourable rate of assessment for a term; but such a contract would neither obstruct the cultivator's occupancy right nor justify the zamindar in ultimately imposing a competitive or economic rent. The Landholders' Association, in a memorial which they presented on the Bill of 1898, virtually admitted the distinction. They wrote: "It would simplify the difficulty to class the zamindari lands into two divisions, viz., patta lands and non-patta lands. Patta lands may be of the description of lands to which section 12 of the Rent Recovery Act VIII of 1865 is applicable. Non-patta lands may be the lands of the remaining description, which are waste, private or pannai, or khas lands or inam lands, etc. The patta lands are already virtually occupancy lands throughout the Presidency. The only difference in those parts where the theory of occupancy right is not recognized is that such lands are not transferable."

Speech of
Mr. Forbes.

This is a clear admission that in all the public cultivable lands of the estate, occupancy right accrues as a matter of fact, upon entry; also that the public cultivable land is all which is not pannai or khas land, that is, home-farm. By inam lands, I understand the reference to have been to small inams which as they occasionally did, included the land itself as well as the revenue. The Association added waste lands. This addition I cannot admit and I will now deal with that question. The zamindars make a strenuous claim that they have special rights over the waste: in other words, that they can exact for the cultivation thereof such terms as they please or what is the same thing, impose a rent and not an assessment. No constitutional basis can be found for such an argument; zamindar is in law no more than an assignee of the public revenue. The review which I have taken of the opinions recorded by the highest authorities down to 1865, give in no colour to such pretension; and if it did not exist during all these years, nothing that has been enacted since, has conferred rights which were not possessed at that time.

" In the letter which I have quoted addressed by this Government to the Government of India, regarding Act VIII of 1865, the right of the resident ryots to extend their cultivation to the waste is distinctly averred. Section II (iv) of the Act no doubt declared that the landholders may arrange their own terms of rent. But the clause is carefully guarded by the proviso that all special rights are preserved. THE SPECIAL RIGHTS SO PRESERVED ARE THE RIGHT TO EXTEND CULTIVATION TO THE WASTE AND THE RIGHT RECOGNIZED SINCE THE PERMANENT STATEMENT TO PAY NOT A RENT BUT THE ASSESSMENT THEREON DUE. The zamindars could of course and did usually arrange favourable terms for such cultivation in or to obtain reclamation of the lands.

“Whatever may have been the construction placed upon the provisions of the Act VIII of 1865, some twenty years ago, it is fortunate that in later years its interpretation has been in the hands of judges not only great and eminent lawyers but Jurists possessed of a native knowledge of the common law of this country and imbued with its spirit. I refer, I need not say, to those great Judges Sir Muthuswami Ayyar and Sir Subrahmanya Ayyar. Nothing has strengthened the hands of the Government in prosecuting this legislation so much as the expositions of the law which these Judges have from time to time given forth on the questions which are fundamental in this Bill; and if this Bill passes, it is a deep debt of gratitude that the agricultural population of this Presidency will owe to the memory of Sir Muthuswami Ayyar and to the labour of Sir Subrahmanya Ayyar.”

Conclusion.

The Rent Recovery Act was only a processual law which laid down rules for collection of rents by the landholder from the cultivators. The rights and liabilities of the landholder or the cultivator were not added to or subtracted from, by the Rent Recovery Act. On the other hand, the right of the landholder to enhance the rents was negated by clause (3) and the first proviso to clause (4) of section 11 of the Rent Recovery Act. That the rate of rent was made unalterable by section 11, is clear from the terms of clause (10) of the Rent Recovery Bill, which reproduced sections 7 and 9 of Patta Regulation XXX of 1802; and also from the Report of the Second Select Committee. Clauses (1), (2) and (3), and provisos 2 and 3 to clause (4), of section 11 which provide for enhancement of rent were not intended to apply to occupancy ryots. They were intended to apply to non-occupancy ryots and the second class of landholders defined in section I of the Rent Act, namely, the ryotwari ryots of the Government. The wrong interpretation put upon the sections of the Rent Recovery Act so as to construe that the cultivator was a tenant from year to year and that he was liable to ejectment, was over-ruled by the decisions reported in I.L.R., 16 Madras, 20 Madras and 23 Madras. Enhancement by contract, as provided for in clause (1) of section XI of the Rent Recovery Act, was done away with expressly in the Estates Land Act I of 1908. It was wrong to have included ryotwari tenants and non-occupancy ryots within the definition of landholders, defined in section 1 of the Rent Act. It was on a review of the provisions of the Rent Recovery Act, section 11 particularly, and the Report of the Select Committee on the Rent Recovery Bill, that the Madras High Court decided in I.L.R., 20 Madras, that the cultivator did not derive his title from the landholder, that the sum he was paying to the landholder was not really rent but the land revenue, and that he was not liable to ejectment, and the rent he was paying could not be enhanced on the ground that another man offers to pay more or for any other reason.

The result is that in the whole period covered between 1865 to 1908 the rate of rent remained unaltered and the tenure continued as fixed, with occupancy right.

CHAPTER VII

ESTATES LAND ACT I OF 1908—ENHANCEMENT, COMMUTATION, ETC.,
APPLIED ONLY TO HOLDERS OF OLD WASTE RYOTI LAND.

The Madras Estates Land Bill was conceived with the best of intentions; but by the time it became law it underwent many changes which changed its character altogether.

The Madras Estates Land Act was intended to undo all the mischief that had been done by the Rent Recovery Act VIII of 1865, and declare the rights of the cultivators and the landholders in a clear and unambiguous manner. That was a measure conceived with the best of intentions and very ably attempted to give relief both to the zamindars and the cultivators. But intentions are not always translated into realities, by the time the Bill passes through all stages and becomes law. Before the Bill becomes law various discussions take place, Select Committees come into existence, and they make their reports; draft bills are subjected to close examination, and, all the provisions would be subjected to scrutiny before introduction. Sometimes after the Bill is introduced they undergo changes unthought of in the beginning.

We notice here, as in the case of the Rent Bill of 1865, some differences between the Estates Land Bill and the Act. The promoters of the Estates Land Bill grasped the real position in one respect. After a lapse of over 100 years, they went to the root of the question and defined the status and the rights of the cultivators and the zamindars. They realized that what the tenant was paying was not really rent, but was only a part of the assessment payable to Government. They were anxious to make it clear that as a first step the share of the Government in the total produce of the land was first ascertained, e.g., $\frac{1}{4}$, and as the next step, from out of the total land revenue so ascertained $\frac{2}{3}$ was fixed as the amount payable by the landholder to the Government, while the balance $\frac{1}{3}$ was to be taken by the landholder as remuneration for the collection work done by him. Thus it was made clear that, what was permanently settled at that time was the total demand of the revenue which the Government claimed from the cultivator, and not that portion which was called peishkush, or the balance that was called rent. This is all the meaning of the Permanent Settlement contemplated by Madras Regulation XXV of 1802. Thus total assessment on the land was fixed as a more definite assessment in place of the varying and fluctuating oppressive demand of the previous Governments. When once the total demand on the land payable by the cultivator was fixed permanently, both the peishkush payable to the Government and the balance payable to the zamindar became unalterably fixed.

What the cultivator pays is shist and not rent.

With this object in view they wanted to change the term *rent* into *shist* which is the word used for the assessment which a ryotwari tenant has been paying to the Government. They wanted by this simple but, effective change, to make it clear that the relationship between the zamindar and the cultivator was not one of landlord and tenant as in the English sense, but was one of co-ownership if not of absolute ownership. But it so happened ultimately, that although the Bill made a provision for changing the word "Rent" into "shist" in the Act the word "Rent" alone had been adhered to. How the mistake arose and why it was done, we need not pursue now, but it will be enough, if in the coming legislation this position is made perfectly clear, that what the cultivator pays is not rent, but shist or assessment.

Again the Estates Land Bill did not make any difference between ryots who held their lands from ancient times and those who took up waste lands which are not private or home-farm lands of the zamindar.

This is a proper recognition of the right of ownership, which the cultivator acquired in waste land by entering upon it, ploughing it and making it productive. The Permanent Settlement Regulation, and the Patta Regulation did not confer any special rights on the zamindars in waste lands, that had not been conferred in the cultivated lands.

The only special right conferred upon him with regard to waste lands was that, he should have the right to enjoy the income from the waste land as his own without making him liable to pay a proportionately larger amount of peishkush to the Government. The question of occupancy right and the rates of rent were fixed in perpetuity in the same manner in which they had been fixed on the cultivated lands at the time of the permanent settlement. This has been an acknowledged position all along. Yet, the zamindars have been contending at every turn that special rights had been created in their favour in waste lands. They did it before the Select Committee of the Rent Recovery Bill in 1863 and 1864. They did it before the Estates Land Act became law in 1908 as they are doing now.

Mr. Forbes on zamindar's rights in waste lands.

The Hon'ble Mr. G. S. FORBES, who was in charge of the Madras Estate Land Bill said in reply to the Hon'ble Mr. V. C. Desikachariyar, who claimed the right for the zamindar to fix his own rates on waste lands, as follows:—

"I do not think the Honourable Member said that clearly; however, I accept his correction, and will have something to say on the question of rates later on. Under the Bill, no one can become the ryot of lands lying uncultivated except

with the permission of the landholder. In other words, the distribution is left with the landholder, as Act VIII of 1865 intended. The zamindar's rights were subject to the ryots' prescriptive rights, as well as their legal rights recognized by the old Regulations. What these were down to 1865, I described yesterday; the Act of 1865 was a processual Act and altered nothing. Regulation XXX of 1802 declared distinctly as I pointed out, that the ryots' payment to the zamindar was subject to certain limitations; and that, if there was any dispute as to what the proper rate was, that dispute was to go before the Collector, and the Collector was to settle the rate; and section 9 of the Regulation which I read yesterday, defined distinctly how the rate was to be fixed by him. The question of the waste was discussed with the Government of India, who intimated their views in the following terms:—

"The Government of India are not prepared to accept the view that an absolute right was given to the zamindars by the permanent settlement, to deal as they liked with waste lands. The question was fully discussed in connexion with the passing of the Bengal Tenancy Act, and the conclusion then come to was that the permanent settlement of Bengal, waste was not included in the *Khamar* or sir lands, in which occupancy rights cannot accrue. The rules and regulations of the permanent settlement in Madras where they differed from those of Bengal only went further in the direction of protecting the rights and interests of the ryots. On this point, I am to invite reference to sections 37 and 39, Bengal Regulation VIII of 1793, and to paragraphs 25 and 34 of the instructions issued to Collectors as to the permanent settlement of lands in Madras. Paragraph 27 of these instructions does not appear to support the opinion based upon it, that absolute rights in waste lands were given to the zamindars by the permanent settlement. Having regard to the preceding observation, the true meaning of that paragraph seems to be that the zamindars were empowered, for their own sole benefit, to let such lands at the established rates and subject to the recognized customs of the country. The Government of India have no objection to allowing the growth of occupancy right in the landlord's home-farm to be barred, but are strongly opposed to any such proposal regarding the waste. They apprehend that to exclude the growth of occupancy right on waste would be a contravention of the customary law of the country and would be opposed to public policy.

"This question of subjecting to occupancy right the whole of the waste lands, not being home-farm lands, is a matter which has been carefully considered and decided, having regard to the customary law of the country and to public policy. The ryots of the village have always considered it their indefeasible right and for instance, nowhere more strongly than in Chingleput—to extend their cultivation over the waste, and on exactly the same terms as they hold their other lands. These are special and prescriptive rights which are not abrogated by Act VIII of 1865. Both on this ground as well as on grounds of public policy, this Bill cannot make any distinction in regard to the subjects of occupancy right, the landholder, however, retaining the right to distribute the waste. The apprehension expressed by the Hon'ble Mr. Desikachariyar that by allowing the occupancy right to accrue in the waste, the consequence will be that the zamindar will allow the lands to remain barren is an argument which I do not think will commend to any person except as a verbal argument."

The only right a landholder has in waste land, is the right to distribute it.

The Hon'ble Mr. DESIKACHARIYAR.—"This is not the whole of my argument. I said he would use hired labour and he would not give away the land to the tenants, as he has been doing till now."

The Hon'ble Mr. G. S. FORBES.—"Very well, let us take it that he will use hired labour. If the waste land in an estate is of any importance, is it likely that he will allow it to remain barren, because he cannot give occupancy right that he will cut off his nose to spite his face? The landholder has his own interests too much at heart. Everybody will admit that to have a contented tenant with an occupancy title in the waste land, which can be sold up for arrears, will add to the prosperity of the zamindar himself. If he chooses to cultivate the waste with his own labour and remember, it must be bona fide, by his own hired labourers, I doubt very much whether he would be able to exercise that effective supervision, which is essential to profit. Considering the facilities which this Bill proposes to give to the landholders in connexion with the recovery of rent, I think they will find themselves in no way prejudiced in the end, by having it clearly declared that *occupancy right accrues in the waste*."

From these quotations it is clear that the rights created in favour of the cultivator under Regulation XXX of 1802, and even under the mutilated Act VII of 1865, remained intact. The Government of India made the position clear that the zamindar could not let waste lands on his own terms, but he will have to take,

The zamindar can claim only "established rates" from waste land.

only the "established rates and subject to the recognized customs of the country." They made it further clear that to exclude the growth of occupancy right in waste lands was a clear contradiction of the customary law of the country and opposed to public policy. The only right that was conferred upon the zamindars under the Regulations of 1802, the Act VIII of 1865 and Act I of 1908, in addition to the freedom from payment of a proportionate peshkash, is the right to distribute the waste lands to cultivators. This was done because the Government were parting with their own right to a proportionate peshkash on the waste lands. According to the conception of the Government, there must be somebody to distribute that land amongst the cultivators. In their own place, they therefore gave that right to the zamindars.

No change effected by the Estates Land Act of 1908.

This being the acknowledged position before the Bill was passed into law, what do we find in the Act itself? Was there any change made in this respect? No. On the other hand, the position was made perfectly clear in section 4 of the Estates Land Act. Section 4 runs as follows:—

"Subject to the provisions of this Act, the landholder is entitled to collect rent in respect of all ryoti land in the occupation of a ryot."

Reference .

Mark the words, "landholder is entitled to collect rent in respect of all ryoti land." The only right recognized in him is the right to collect rent from the ryots in enjoyment of ryoti land. This section was construed by the Judicial Committee of the Privy Council, in a recent case, and there they held that it was only the right to collect rent that vested in the zamindar. It was further made clear that the zamindar had no right to possession of the land known as ryoti land. The only land in which he could claim possession, right of occupation, etc., was his own home-farm or private land. This matter is discussed under the chapter of "CASE LAW." Speaking on the question relating to the right of the zamindar to enhance the shist Mr. Forbes, stated as follows:—

Both in view of the prescriptive right of the ryots and on grounds of public policy zamindar not allowed to extend his private land by occupying waste land.

"The next question to which I will refer is the restriction upon the landholder from extending the home-farm or Kambatam lands in which the zamindar has right both of a ryot and a zamindar. Of course it is a very plausible argument to say that he should be allowed to take up the waste, to increase his home-farm land as well as to purchase ordinary ryotwar lands with the same object. Such freedom, however, would in the first place, be used to deprive the villagers of the rights which they have been enjoying. They have certain well-known rights over waste lands in the zamindari, outside the home-farm lands, the right which they enjoyed from time immemorial to extend their cultivation. Apart from this prescriptive right, it is necessary as matter of public policy to prevent the zamindar from enlarging his private domain. If he had the power to convert any occupied land he pleased into home-farm land, then, in course of years, he could get round the provisions of this Bill altogether, and turn the whole of his estate into home-farm land, in which case the cultivators would be mere tenants-at-will. As a matter of public policy, the Government will not permit that any situation of that sort should be created. Both in view of prescriptive right and on grounds of public policy the extension of the home-farm is not admissible; and that is one of the fundamental principles of the Bill. The same principle has been applied in other parts of India.

The decisive test of what the ryot ought to pay is the established waram.

"The next important question is that raised by the Hon'ble Mr. Krishna Nayar as to the right which the Bill proposes to give to the zamindar to enhance the shist, I must say, speaking for myself, I very much sympathize with the views which the Honourable Member has expressed. The idea of the present Bill as originally submitted to the Government of India was, as I said yesterday in introducing the Bill, to adhere to what had been the immemorial custom in Presidency and to make the decisive test of what the ryot ought to pay to be the established waram. If the waram were the test, then the enhancement and the reduction of this would become automatic, and commutation would be a matter of mutual arrangement, with which the Government need have nothing to do, unless, indeed, if the principle were misapplied, they should be compelled to interfere on grounds of public policy. It has been said that there would be difficulties at any rate in certain places in ascertaining the established waram or produce rate. But although zamindars in some places may have obscured the rate by a permanent commutation of it many years ago into money, and raising the money shist in subsequent years, these rates, I believe, can still be proved without great difficulty. They are well-known to the villagers. Where cultivators deem themselves oppressed, their whole test of oppression is in the excess of their shists over the old established village rates. This excess is still their universal measure of oppression and exaction. Under the Bill as now framed, however, enhancement, is allowed under certain conditions; and as years go on, and as circumstances change, it perhaps may be necessary to allow greater latitude to the landholders in this direction. Personally, I have no great sympathy with the zamindar in demanding more than his pound of flesh. At the permanent settlement, the compact with him gave him

one-third of the assessed assets as his own. He was to collect the Government revenue, pay over two-thirds and retain one-third. Even at the time of the permanent settlement, that one-third must have been worth a great deal more. The country was little known and the assets could not have been calculated on any very exact scale. What the value at the present day of that compact is cannot be very easily computed; but we know that it has risen enormously and Sir Bhashyam Ayyangar, five or six years ago, in the debates on the Village Officers Bill, estimated that the zamindar then took at least, two-thirds of the assets. If the difference went into the public treasury, the amount would be available for the public good or might bring about a considerable reduction in taxation generally. The aggrandisement of a zamindar should come not from rack-renting but from the extension of cultivation by getting the ryots for the waste lands, and so improving his income. It is to the benefit of the country that such extension should be effected; and in so far as the landholders have encouraged this, they are to be applauded. Of course, there is no question of interfering with the settlement in any way; but seeing the advantage the zamindars have derived from it, I must say that they are not entitled to the sympathy which they claim by the reason of the limitation of their supposed rights. The descendants of the zamindars of 1802 enjoy the fruits of a very good bargain, and as long as they are not prodigal and reckless, they ought to be a wealthy and prosperous class. With regard to the question of enhancement to which I was referring when I made this digression, the Bill does not leave the matter altogether without limitation. That limitation is imposed by the proviso to clause 22. In the first place, however, it will be seen that there is no means of enhancing the produce shist, so long as it is taken as a waram or in shares. Such a shist is not alterable under the Bill. The only shist which can be enhanced is a money shist; and that by a suit before the Collector. The proviso runs:—

"Provided that if the established 'waram' of the village in which the holding is situated is ascertainable, the enhancement under this section shall not operate so as to raise the shist beyond the value of the said waram commuted in accordance with the provision of section 33." In this way, the Government have tied in the Bill now before the Council to continue to carry out the purpose of the Regulation of 1802 which places the ryot's payment under regulation and imposes a limit to it. As I said in my opening speech, I am somewhat uneasy to one class who may come under the Bill. I mean the ryot who has paid a fixed shist since 1802. If he has paid a fixed shist in money since 1802 and can prove it, I am not clear how far the proviso will save him from enhancement. I doubt, however, whether he will be much damnified. In the law reports there are not wanting quite recent cases, in which the ryots have been able to establish that the money shist has never been altered, and the Courts have held that they were entitled to continue to pay that shist and no more. I have said that proof of the proper village waram of rate would be more easy than some people realize. In the southern districts these rates are generally quite easily ascertained; but even in the Northern Circars where money rates have been more largely introduced, the existence of such a standard is allowed. This is well illustrated by the observations which the Agent of the Kallikot and Attagada Zamindaris in Ganjam submitted to Government in 1898 on the Bill of that year. He wrote—

Enhancement of rent provided by the Bill is not without a limitation.

Proper village waram is not difficult of proof.

"The ryots are bound to pay each year the rajabagam or landlord's share in the produce to the zamindar; but as a matter of practice the rent is settled each year by estimating the probable crop, and the ryots and the Agent agreeing on a rent for each village for the current fasli. This rent is so much grain or so much money."

"When the ryots and landlord do not agree to the rent, the half share of the crops due to the landlord is taken by appraisement of the produce and is estimated by arbitrators . . ."

"That is a correct description of the ryots' prescriptive rights; and whatever the actual practice of landholders may be, it would be absurd to say that these rights are not inherently the same everywhere."

From the above exposition of the rights of the Zamindar and cultivator, the following fundamental principles and rights have been admitted to have been existing from ancient times. They are—

- (1) That the zamindar was only a collector of rent and that he had no right to the possession of the soil.
- (2) That the extention of the home-farm land is not permissible.

Fundamental rights of zamindars and cultivators which are clearly admitted.

- (3) At the permanent settlement the compact with the zamindar gave him one-third of the assessed assets as his own. He was to collect the Government revenue, pay over two-thirds and retain one-third.
- (4) The one-third assigned to the zamindar was estimated by Sir V. Bhasyam Ayyangar, to amount at least to two-thirds of the assets. In other words, the shist assigned to the zamindar at the permanent settlement, called rent, all along, was unalterable and unenhanceable.
- (5) *Waste lands.*—
 - (a) Recognition of the occupancy right in waste lands that were brought subsequently under cultivation.
 - (b) The rate of rent on the waste lands which were brought under cultivation, should not be higher than the rates fixed at the time of the permanent settlement on cultivated lands.
 - (c) That it was not open to the zamindars to fix any rent they pleased on the waste lands when brought under cultivation.
 - (d) Recognition of the rights of the ryots to extend their cultivation over the waste on exactly the same terms as those on which they held their other lands.
 - (e) The waram shist cannot be enhanced for any reason.
 - (f) It was only the money shist that could be enhanced and even that only when the case falls under sections 30–34 of the Act.
 - (g) What the ryot pays to the zamindar is not 'rent' but 'shist,' which means assessment. It was therefore proposed to remove the word 'rent' and substitute in its place 'shist' so that it will convey the meaning of assessment.

We shall now examine which of these fundamental rights and principles have been embodied in the Act when the Bill finally emerged into Law, and, which are omitted and for what reasons, and what new rights or liabilities have been created. We shall also examine whether any special 'proprietary rights' in the soil were conferred on the zamindars under the Madras Estates Land Act.

Proprietary right.

Let us now consider these points with reference to the provisions of the Act.

Proprietary rights of the Zamindar extends only to melwaram and not to the kudiwaram right.

1. '*Proprietary right.*'—It had been pointed out that under section 4 of the Act, the landholder's right was only to collect rent in ryoti lands. The Privy Council in I.J.R., 45 Madras, page 586, declared that under section 4 of the Act the landholder was only a rent collector, and that he had no right to get possession of ryoti lands. The proprietary right which the zamindar claims is to the melwaram right and not to the kudiwaram right.

Enhancement of rents.

2. Next we shall consider the question of the zamindar's right to enhance rents.

- (a) On the lands on which assessment had been permanently fixed at the time of the Permanent Settlement in 1802.
- (b) In the waste lands that had been brought under cultivation since 1802.

The Law relating to the right of the zamindar to enhance the rents is laid down in sections, 30–34 of the Act.

Section 30 laid down the grounds upon which enhancement of rent could be claimed by the zamindars.

Enhancement of rent on account of the rise in prices of staple food-crops provided by the Madras Estates Land Act.

In clause 1 of this section it is stated that enhanced rates could be claimed on the ground of a rise in the average local prices of staple food crops in the taluk or zamindari division. It is this rise and fall in prices and the inequitable method employed to collect the shist on an incorrect basis that have been responsible for most of the troubles and sufferings of the cultivators. Although such provisions were made for enhancement of shist on account of rise in prices, it was made clear that, in the first proviso to clause (1), that this would not apply against the ryots whose rent had been permanently fixed.

Clauses 1 [with its provisos (a) and (b)], 2, 3 and 4, of section 30, with explanations run as follows:—

Section 30.—Where for any land in his holding a ryot pays a money rent the landholder may apply to the collector to enhance the rent on one or more of the following grounds and no others:—

Various grounds provided by the Act for the enhancement of rent

- (1) That during the currency of the existing rent there has been a rise in the average local prices of staple food-crops in the taluk or zamindari division—
 - (a) Provided that if the rent be permanently payable at a fixed rate or rates it shall not be liable to be enhanced under this clause on the ground of a rise in prices;
 - (b) Provided also that no enhancement under this clause shall raise the rent by more than two annas in the rupee of the rent previously payable for the land;
- (2) That during the currency of the existing rent the productive powers of the land held by the ryot have been increased by or at the expense of, the landholder;
- (3) That a work of irrigation or other improvement has been executed at the expense of Government, and the landholder has been lawfully required to pay in respect of the holding an additional revenue or rate to Government in consequence thereof;
- (4) That the productive powers of the land held by the ryot have been increased by fluvial action.

Explanation.—"Fluvial action" includes a change in the course of a river rendering irrigation from river practicable where it was not previously practicable.

Under proviso (a) the rents fixed at the time of the Permanent Settlement, on all cultivable lands are unalterable. Similarly the rents fixed on waste land, subsequently brought under cultivation cannot be enhanced to a rate higher than the one that was accepted as the established rate at the time of the permanent settlement on cultivated lands.

The Law has been made plain enough on this matter. But the language used has been such that the parties, lawyers and judges had lost sight of the rights of the cultivator, as recognized in the Patta Regulation and the Permanent Settlement Regulation of 1802. To make the position clear, if the rule laid down in sections 9 and 7 of Regulation XXX of 1802 had been embodied in the Rent Recovery Act VIII of 1865 and in Act I of 1908 and made it plain that the rates fixed on cultivated lands at the time of the permanent settlement of 1802 are unalterable in the same manner in which the peshkash of the zamindar was unalterable, much of the trouble could have been avoided. Similarly, if provision was made in this section, in the words of the Hon'ble Mr. Forbes that in the waste lands the occupancy right of the cultivator was recognized and that the liability of the cultivator to pay the shist should not exceed the customary rate fixed on cultivated lands in the permanent settlement, there would have been no trouble at all. But that is not the way of legislators generally. For the sake of brevity, sections are framed in a very condensed form, believing that the experience of lawyers and judges will always be able to put proper construction upon the vague and general words used therein. Instead of putting proviso (a) to clause 1 of section 30, in that general manner, if they had only adopted the explanatory language used by the Hon'ble Mr. Forbes, there would have been an end of the trouble. It is for this reason that we have been obliged to examine each point historically, legally and judicially, with a view to show that, what was recognized in 1802 has been upheld as correct Law and enunciation of the rights of the parties up to date, however faulty and defective the words used in some of the sections may have been, be it in the form of judicial legislation or legislative enactment. If the rule laid down in class 1 of section 30 does not apply to the lands settled in 1802 and also to the waste lands that have since been brought under the plough, to which class of cases can clause 1 of section 30 apply?

The cases contemplated by the Legislature, are those in which the rent payable by the ryot was not fixed permanently. The only class in which the rents were not fixed permanently was the waste land, which was not taken into account at the time of the permanent assessment. Even with regard to these waste lands, we have already pointed out why the zamindar is not entitled to claim more than the rate fixed at the time of the permanent settlement. In other words, the maximum rent which the zamindar is entitled to demand from the ryot admitted to the waste lands, is the one fixed at the

Clause 1 of section (30) applies only to cases of waste lands given at a very low rate of rent as an incentive for people to work them.

time of the permanent settlement, on similar lands. It is accepted that such maximum rents are not liable to any enhancement even in waste lands. The only cases of waste lands therefore, to which clause 1 of section 30 can apply is that in which the zamindar admits ryot at a very low rate of rent with the object of affording facilities to the cultivator to labour on the land, spend money and bring it under cultivation and make it yield the same quantity which the other lands were already yielding. There have been several cases in which the ryots were admitted to waste lands, on such easy terms, and the lands had been yielding the quantity and the quality of produce which the other lands had been yielding. During the whole of that period, the zamindar would according to the contract, be entitled to take the small favourable amount which he fixed upon the land; in which case if there should be a rise in prices, and the ryots who brought the waste lands under cultivation had been making enormous profits, the zamindar is declared to be entitled to claim enhanced rates on the ground of the rise in prices. It may be noted in this connexion that this clause 1 to section 30 is new. It was not in the Rent Recovery Act of 1865. The enhancements contemplated under the Rent Recovery Act, section 11, clauses 1-4, had not referred to enhancements on the ground of rise in prices or reduction of rent on the ground of fall in prices. Looking back beyond the Rent Act of 1865 into the patta regulation and other connected regulations we do not find any provision to enhance rents on the ground of rise in prices or reduction of rents on the ground of fall in prices. This clause relating to enhancements of rent on account of rise in prices had no place in the Laws relating to the relationship of landholder and the cultivator from 1802, because, the rates were permanently fixed at the time of the permanent settlement on cultivated lands and the maximum rate was permanently fixed even on waste lands by Regulation XXX of 1802, section 15. Thus the right to enhance rents on account of rise in prices can be exercised only on the waste lands to which ryots were admitted on low rates and even that, up to the customary and established rate only.

We shall now consider clause 2 of section 30 which gives a second ground for the enhancement of rent. This is, when any improvement was effected by the landholder at his own cost, so as to increase the productive powers of the land to enable the cultivator to earn more than he was getting before such improvements were made.

Enhancement of rent on the ground of improvements effected by the landholder is inconsistent with permanent rights conferred on the cultivators by the Permanent Settlement of 1802.

This clause is the same as the one given in the second proviso to clause 4 of section 11 of the Rent Recovery Act of 1865. The proviso of clause 4 was applicable only to the case of immemorial waste lands that were left unoccupied either through default or voluntary resignation. Immemorial waste has been done away with now, by recent legislation. It is extraordinary that this right to claim enhanced rate under clause 2 of section 30 is made applicable to all ryoti lands. It is inconsistent with the permanent rights conferred on the cultivator in 1802 with regard to rates of rent. It must be confined only to waste lands let on rates lower than the permanent settlement rates. The land has been the property of the cultivator and whether he made improvements or not his rate of assessment having been fixed permanently, remained the same throughout. His liability attached itself permanently to that land. Therefore, the right of the landholder to effect any improvement on the land under cultivation in 1802 and to claim enhanced rate on that ground could never arise. It was rightly omitted in clause 4 of the Act VIII of 1865. Moreover, this clause 2 of section 30 of the Estates Land Act is inconsistent with the first proviso to clause 1, under which all the lands cultivated as well as uncultivated on which rates have been permanently fixed were excluded from the operation of clause 1. In our opinion, therefore, the right given to the zamindar under clause 2 of section 30 cannot be justified and it must go.

Clause 3, of section 30.

Let us take clause 3, under which the right to claim enhanced rate is given to the zamindar on the ground that some improvements had been effected by the Government, and the landholder is called upon to pay an additional revenue or peshkash to Government. This is also an extension of the rule laid down in proviso 2 to clause 4 of section II of the Rent Recovery Act. All that is stated above about clause 2 of section 30 applies equally and perhaps with greater force to this clause 3 as well. If the Government had effected any improvements, that was only because the Government undertook the responsibility of doing such works, when the land-tax was levied against the cultivator. The reason for levying the land assessment is that the ruler should have money to do such works of public utility and also to maintain the required force for giving protection to the cultivators and other people. If the Government had not been under such obligation and had done anything else which did not come within the scope of that obligation, it may have been a different case. When such obligation is assigned to the zamindar and he fails to carry it out and the Government does it, the Government will certainly have the right to call upon the zamindar to pay it up. It is only just and proper as between themselves, particularly in consideration of the good portion of the revenue assigned to

the zamindar. What was allowed to the zamindar, on a rough estimate was much more than the valuation put upon it. It was pointed above, in the speech of the Hon'ble Mr. Forbes that according to the late Sir V. Bashyam Ayyangar, one of the most astute and learned lawyers of Madras, the one-third assigned to the zamindar was in fact equivalent to two-thirds of the assessed assets. Taking that into account, the Government is perfectly justified in claiming more from the zamindar whenever it had spent money on any such improvements. It was a joint obligation of the Government and the zamindar who received the whole assessment, and divided it between themselves. The cultivator has nothing to do with it. Therefore, it was wrong that under clause 3 of section 30 of the Estates Land Act the ryots should have been made liable to pay enhanced rent on that ground, both on the cultivated and the waste lands. It is incomprehensible why, thus had been extended to the lands that had been under cultivation and also to waste land generally, when it had been confined to the immemorial waste and other wastes in clause 4 of section 11 of the Rent Recovery Act VIII of 1865. Therefore, this clause 3 of section 30 also must go.

When the Government effect any improve-
ments it is only in discharge of obligation undertaken by it when it levies land-tax.

Lastly, under clause 4, the right to claim enhanced rents was conceded to the zamindar on the ground that the productive power of the land had been increased by fluvial action. The explanation to this clause, has extended the meaning of 'fluvial action' to include cases where land has received fertility on account of a river changing its course and spreading itself over a vast area; perhaps on very bad and saline lands, and made it more productive on that account.

Fluvial action being a natural phenomenon does not entitle the landholder to enhance rent.

We have tried our best to understand the reason of this rule 4, what fluvial action has anything to do with the zamindar to entitle him to claim enhanced rent, particularly in these days, in which admittedly no remission is granted to the cultivator, by the zamindar when the lands are washed away by floods or dried up on account of drought. It is in evidence before our Committee, that if any zamindars has given remission it was only as a matter of mercy and never as a right.

This is sufficient to hold that the right given to the zamindar to claim enhanced rent under clause 4 also, must go.

Section 30 is the main section which laid down the rules and principles for enhancing rates of rent. We have dealt with all the four rules and principles involved therein. When they all fall to the ground, we need not spend much time over the sections 31, 32, 33 and 34 which are only consequential provisions.

Sections 31, 32, 33 and 34, being newly consequential to section 30, must also fall with it.

Section 31 laid down rules for guidance of officers who should adjudicate on the claims for enhancements, under clause 1, that is, rise in prices.

Section 32 laid down rules for guidance of officers on the question of enhancing rents on the ground of landholder's improvements.

Similarly, sections 33 and 34 laid down rules of procedure, for disposing of claims for enhancement of rents under clauses 3 and 4, on the ground of the improvements made by Government and the fertility received from fluvial action.

Although these sections 31-34, could be disposed off summarily, on the simple ground that they must go with the main section, we shall consider some of the principles embodied in these sections, with a view to show that they were not correct.

Section 35 winds up the whole matter by saying that notwithstanding anything contained in sections 31-34, the Collector should not order any enhancement if he is satisfied that the enhancement was neither fair nor equitable, having regard to other circumstances. What is the meaning of such a provision? If it was open to the Collectors to say that he does not consider it just or proper that any enhancement in the rents should be made, even though the prices had risen and improvements had been made by the zamindar as well as by the Government or the lands had become productive on account of fluvial action, which is only an act of God, where is any right created by this enactment in favour of the zamindars? Where is any justification for having created such rights under these sections? The Legislature that passed the Estates Land Bill Act into Law, with these provisions, was not a representative Legislature, like the present one. The gentlemen members of the Legislature, represented perhaps, the vested interests of the richer class of people.

Section 35 makes the other sections providing in enhancement of rent meaningless.

Another clause which lays down that the Collector could refuse to enhance rents if such enhancement should operate to raise the rent beyond the value of the established waram of the village in which the holding is situated, commuted in accordance with the provisions of section 40.

It is in this manner that the chapter relating to enhancements of rents was begun and closed, linking up the same with commutation of rents under section 40. Commutation of rents is a subject by itself, and it is as old as the permanent settlement, under the mischief of which the ryot has been suffering untold miseries for nearly a 150 years now. We have dealt with commutation of rents in a separate chapter, showing the results of its operation at all stages, from the beginning until now.

Hon'ble Mr. Forbes on enhancement of rent.

Referring to the question of enhancements the Hon'ble Mr. Forbes said, in the extract quoted above, 'that varam shist was not alterable under the Bill, and that the only shist which could be enhanced was the money shist, and, even that by the Collector provided that if the established varam of the village in which the holding is situated is ascertainable, the enhancement under this section shall not operate so as to raise the shist, beyond the value of the said varam, commuted in accordance with the provision of section 33.' He added that, in that way the Government had tried in the Bill, then before the Council, to continue to carry out the purpose of the Regulation of 1802 which placed the ryot's payment under regulation and imposed a limit to it. Then he added, 'As I said in my opening speech, I am somewhat uneasy to one class who may come under this Bill. I mean the ryot who has paid a fixed shist since 1802. If he has paid a fixed shist in money since 1802 and can prove it, I am not clear how far the proviso will save him from enhancement. I doubt, however, whether he will be much damnified. In the Law Reports there are not wanting quite recent cases, in which the ryots have been able to establish that the money shist has never been altered, and the courts have held that they were entitled to continue to pay that shist and no more.'

That is the only correct way of disposing of such cases. Evidence is on record, before our committee that in some estates, the landholders never increased the money rents fixed at the time of the permanent settlement. If all other estates had followed the example of these estates, the permanent settlement arrangement, not to enhance the rents fixed at that time would have been kept intact until now, and, the endless litigation and countless expenses to which both the cultivator and the zamindars have been put to during the last 150 years, would have been easily saved, and, that money might have been utilized for better and more legitimate purposes.

We shall next examine the provisions, in detail, of section 31, with the important rules embodied thereunder:

Clause (a) of this section runs as follows:—

"The Collector shall compare the average prices during the ten years immediately preceding the application with the average prices during the ten years ending twenty years immediately before the application."

Basis of ascertaining the rise in prices as provided by section 21 of Estates Land Act.

The word "application" is a new word, substituted for the words 'institutions of the suit', by section 21 of the Madras Estates Land (Amendment) Act, 1934 (Madras Act VIII of 1934). This is the most important of the clauses in the section. It has laid down the basis of ascertaining the rise in prices. The average price for ten years before the application should be ascertained first, and the same should be compared with the average prices for ten years prior to that period. Famine years should be excluded, under clause (d). The proportion of enhancement is to be settled under clause (e). According to this, the enhanced rent should bear the same proportion to the previous rent, which the average prices of the immediately previous ten years, prior to the average prices taken for comparison. This is subject to a further restriction or limitation, that in calculating this proportion the average prices during the later period should be reduced by half of their excess over the average prices during the earlier period.

Clause (c) provided that the average prices should be those published under the authority of the local Governments, and the Collectors should presume that the prices shown in Government registers are correct until the contrary is proved.

Enhancement of rent on the ground of rise in prices was not thought of in the enactments of 1802, 1822 and 1865 because both rent and pesh-kash were permanently fixed once for all in 1802.

There is nothing new in the principles embodied in clause (a) of section 31 and the procedure prescribed for ascertaining the enhanced rent. The same method,—whether it was one of ten years period or 20 or 30 years—had been tried from the time of Akbar until the date of the Estates Land Act. Such methods adopted after the British advent and persisted in, in spite of the losses sustained by the cultivator were still felt to be efficacious in the past. There was no such provision in the Rent Recovery Act for enhancement of rents on account of rise in prices nor reduction for fall in prices. The rule relating to price-levels did not enter the minds of the authors of that piece of legislation in 1865. That did not enter the minds of the legislators in 1802, 1822 and even later years. That was because there was no occasion to think of enhancing the rate on account of fluctuations in price. The rate of rent was fixed permanently as pointed out above, both on the cultivated and on the uncultivated lands at the time of the permanent settlement along with the peshkash.

Both were unalterable. Both should have continued unchanged so far as the zamindars were concerned except in cases in which ryots were admitted to waste lands for rates very much lower than the established rates of the permanent settlement. Commutation rates adopted by the Government in ryotwari areas from the date of the permanent settlement uptodate, has been dealt with under a separate chapter, with a view to point out the injustice of applying the test of price-levels to the zamindaris for the first time in 1908. The rule was wrongly conceived and wrongly applied to a class of cultivators for whom it was never intended to apply even after it had failed in ryotwari areas.

It was pointed out above that commutation rates adopted before and after 1852 as the basis of assessment failed. The causes that contributed for the failure were the vague and uncertain character of the proceedings on which most of the assessments were based, and also the imperfect data upon which the rates were calculated then. As a result of the investigations and consultations with the Board of Revenue it was considered that introduction of periodical re-settlement after every 30 years, would be a safe guide for fixing the land revenue assessment. The first re-settlement was in the year 1866. There was an increase of 18½ per cent in the assessment fixed on re-settlement then. Again in 1896 there was re-settlement as a result of which there was a further enhancement. After that there was re-settlement in 1926, which proposed increase of land tax. On the basis of that revision great agitation was carried on against the imposition of that re-settlement rates, until they were suspended in certain areas in the Presidency. After 4 or 5 years' suspension, when the Government proposed to collect the enhanced rates again, agitation revived and several people were imprisoned in the Civil Disobedience Movement of 1932.

Periodical re-settlements.

When the Estates Land Act was passed in 1908, it was believed that conditions were favourable both in the ryotwari and zamindari areas for the prosperity of the ryot by the declaration of occupancy rights for the first time. It was believed that the prospects of the cultivators were very much enhanced on that account. Nobody knew then that the worst adversity was awaiting them. When the third re-settlement was completed, it was believed that the ryot would be able to bear the additional burden and that he was still on the road to prosperity. The re-settlement officers, and the Government of 1926, did not know that there was a world economic depression coming upon all the countries and more severely upon India, barely within three years of the 1926 re-settlement. There was a terrible fall in prices, the calculations made in each one of the re-settlements on the rise in prices failed. While the Estates Land Act was passed and provision was made therein for enhancements of rents on the ground of rise in prices in sections 30-35, as stated already, they did not know that the economic distress of the world would overtake this country also in 1929.

The world economic depression of 1929.

COMMUTATION OF RENTS.

(Section 40, Estates Land Act.)

Provision was made for commutation of rents from 'waram' to cash. In Clause 3 (a) the method of calculation is prescribed. It is as follows:—

In making the determination, the Collector shall have due regard to each of the following conditions:—

Method of commuting rents from waram to cash.

- (a) the average value of the rent actually accrued due to the landholder during the ten years preceding the date of application other than the years which the Local Government may notify to be or to have been famine years in respect of any local area or, if the value of for such period cannot be ascertained, during any shorter period for which evidence may be available excluding the famine years;
- (b) Money rent payable by ryots for land of a similar description and with similar advantages in the same village or the neighbouring villages, or where there are no such, in the village of neighbouring taluk; and
- (c) improvements effected by the landholder or the ryot in respect of the holding and the rules laid down in section 32.

This is not the first time that such a method was adopted for commuting rents on the basis of price-levels. It had been done all along, starting even from Akbar's time. They never proved to be a correct basis or test.

In clauses (b) and (c) it is provided that the rate of the neighbouring lands and villages, and, also the improvements effected by the landholder or ryot, should be taken into account in fixing the commutation rates. It is further provided as a safeguard, in

section 41, that, when commutation rates were based on the rise in prices or the increase in the productive power of the land on account of the improvements effected by the landholder or on the ground of the subsequent alteration of the area of the holding, there shall be no application for further enhancements for 20 years. Nor shall it be reduced for 20 years except on the special ground of alteration in the area of under clauses (a) and (b), of sub-section (1) of section 38 of the Estates Land Act.

Proper basis for commutation of rents under sections 40 and 41.

Section 40 which provided enhancement of rent in commutation proceedings on the ground of improvements contravenes the provisions of section 30.

In clauses (b) and (c) of section 40, it is provided as shown above, that, in fixing the commutation of rates, the Collector should take into account the money rent payable by the ryots for land of similar description and with similar advantages in the same village or neighbouring villages, and, where there is none such, in the villages of the neighbouring taluk; and also give due weight to the improvements effected by the landholder or the ryot in respect of the holding and the rules laid down in section 32, he should not commute so as to grant enhancement on the ground of improvement, unless it has been registered in accordance with the Estates Land Act, or has been executed within 15 years prior to 1908; and he should satisfy himself before determining the enhancement, that

- (1) the increase in the productive powers of the lands caused or likely to be caused by such improvement, and consider,
- (2) what the cost of making the improvement was and in what proportion the landholder and the ryot bore it,
- (3) what the probable annual cost of maintenance of such improvement is to the landholder and to the ryot, and what the cost was after the preparation and cultivation required for utilizing the improvements, and
- (4) finally whether the existing rent and the capacity of the land can bear a higher rent.

In commutation proceedings the price levels taken as basis must be that of the year of Permanent settlement and not those prevailing at the time of commutation.

These provisions of section 40, which carry with them all the rules laid down in section 32 for enhancing the rent, provide a fifth method for enhancement contrary to the rule expressly laid down in section 30, that the enhancements of rent by application could be made only on the grounds mentioned in clauses (1) to (4) of that section, and this should not have formed the basis of calculation for fixing the commutation rents.

Again, under section 40, it is laid down that the commutation should be made upon the price-levels prevailing at the time of the commutation. This is a surrender of the cultivators' right,—the fixity of tenure and the fixity of rent,—conceded to him at the permanent settlement. The rise in prices, long after the permanent settlement, is due mostly to the development of communications and expansion of currency and various other causes which are enumerated in another chapter; that it is not due to the improvements made by the zamindar is too well-known to anybody who knows anything of this country.

Having regard to the fixity of rent and fixity of tenure made in perpetuity at the time of the permanent settlement, the only price-level that could be adopted for commutation purposes under section 40, is the price-level that prevailed at the time of the permanent settlement. In other words, the landholders should get the money rents at the rate prevalent at the permanent settlement.

Commutation of rents prescribed in sections 40 and 41 did not find a place in the Rent Recovery Act. For the first time, it was introduced in the Estates Land Act. It is difficult to understand why it was introduced. The enhancement proposed under section 40, in the name of commutation must be eliminated first, for the simple reason that no such enhancement was contemplated by section 30 of the Act and is therefore directly opposed to the provisions made therein that there shall be no other enhancement save as provided in that section 30.

We do not know who were engaged in the drafting of Estates Land Act (sections 30 to 41). If it were the same person, he would never have allowed section 40 to go into the Act, when it is directly opposed to the rule laid down in section 30. Different persons seem to have been in charge of drafting of different parts of Estates Land Act, one not knowing what the other was doing.

Sections 40 and 41 must go out of the future legislation. In their place, the principle of sections 7 and 9 of Regulation XXX of 1802, should be embodied so as to make it clear, that, whoever applies for commutation of waram rate into money rate, should be entitled to have the commutation prices fixed on the price-levels that prevailed at the time of the permanent settlement.

The iniquity of fixing the commutation rate on the basis of price-levels prevailing on the date of dispute, and the enormous loss to which the cultivator has been put to, and the utter failure of the commutation rates fixed by the Government in the past from time to time on the ryotwari areas, are dealt with in a separate chapter under the head of commutation rates.

Notwithstanding all the calculations made on the so-called scientific basis, there was a terrible slump coming upon the world and also on this country in 1929, within 20 years after the commutation provisions were introduced in Estates Land Act for the first time. It was a slump that made most of the prosperous countries mere bankrupts. The causes were many; but only the most important one is mentioned here.

Fall in prices and the world slump.

Those who introduced sections 40 and 41 in the Estates Land Act for commutation of rents, did not know that a crash was coming which would shatter the monetary system of the world itself and that the commutation prices fixed in 1908 under the Estates Land Act would affect the cultivator by the catastrophic fall in prices. The rise of prices to a peak during war was not due to the improvements effected by the zamindar or cultivator. Similarly, the fall in 1929–30 was not due to failure to make any improvements by either the cultivator or the landholder. The causes for the fall in prices and the break-down of the commutation prices are shown briefly in the following paragraphs:—

Break-down of the commutation prices.

During the last war the great powers that came out victorious along with those that were vanquished became debtors of America, which insisted upon payment in gold. All the gold in the vaults of England, France and Germany, had to be paid to America towards the debt. German currency and economic system collapsed completely. The Reich Bank (State Bank) and over 26,000 other banks in Germany collapsed simultaneously. German currency failed. There was nothing but economic death awaiting Germany, as the circumstances stood then. Britain was very nearly in the same state when the British gold had gone to America. The British Pound Note was not selling at par at the international market. It went down to less than half the cost and sometimes to 7 shillings, instead of 20 shillings. If only the worst trick had not been played on India by the Secretary of State then, and drawn all the gold of India to England, England would have shared the same fate as Germany. The British Chancellor said then, that it was a matter of life and death struggle for them and they would have to fight it with their backs to the wall. His only hope was India. He said in express words that he had a gold mine in India, and that he would make up the gold exported to America from India. India had been supplying until now the gold for Britain. It must be remembered in this connection how the distress-gold of India has been drawn to England by Britain, in virtue of the powers taken by the Secretary of State. He declared that he would offer the English Pound (£) to India not for 20 shillings but for 27 to 30 shillings. Every one, rich as well as the poor, in India thought that he had got a chance of converting the gold and discharging his debts. This was not an honest policy, nor was it an honest method; yet, there it is. They have succeeded. The world slump and the fall in prices of world commodities and Indian commodities, were due to the above facts to a great extent. There was yet another cause and that was the manipulation of the exchange and currency by the world powers to suit their own countries and conveniences by applying artificial methods of contraction and expansion.

The real cause for the world slump was the drain of gold of every important country to America.

These and some other causes brought about the fall in prices to such an extent that Britain could not continue her gold standard.

So long as India has been at her disposal, she was certain of her position in the world market. England recovered with the help of the Indian Gold while Germany recovered by the dint of her own industry and skill. Even after the collapse of her currency and trade, by adopting Barter system and exchanging her goods with the goods of other countries, Germany not only recovered her lost position, but also has come to the fore-front, economically as well as politically.

But the Indian agriculturist has been suffering continuously without being able to get any help from Britain, not even genuine sympathy, which could be translated into action. This disaster is not confined to the cultivators of ryotwari lands only in this Presidency or in India generally. This has been a common disaster to the cultivators of ryotwari lands and also the zamindari lands. When Britain went off the gold-standard,

The disaster is a common one both to ryotwari and zamindari areas.

it was announced that it would be revived within two or three years at the most. The control over prices having been lost completely, one country after another followed Britain in going off the gold-standard. They have not been able to come back to the gold-standard, even though seven years have since passed. To-day the world's economic position is not understood by the common people. Those who are rich with currency notes and silver rupees believe to-day that they own real wealth. Many of them do not know that there is no gold security behind the currency note to-day. Before the gold-standard was off, there was gold behind the currency notes, and the banks were bound to pay gold whenever the notes were presented. But to-day, the law having been changed, no one is entitled to demand from the Bank of England in London or from the Reserve Bank or the Imperial Bank of India gold on presenting the currency notes.

Unreasonableness of sections 40 and 41 of Estates Land Act.

✓ The commercial classes of India protested against the enhancement of the exchange ratio in 1928, before the law was changed by the Government of India. But soon after the currency Bill became law, the agitation stopped. To-day again the agitation has been revived, because India's trade balance has reversed its position. Until this has happened the Commercial Magnates of India did not realize what was awaiting this country in the midst of the economic distress owing to the fall of prices. How did this fall in prices come about, in spite of the provisions of sections 40 and 41 of the Estates Land Act? What became of the calculations and safeguards? The commutation rents and commutation prices have brought worst troubles upon the agriculturists of this Presidency and other provinces owing to the fall in the prices of commodities. The position to-day is several times worse than the position of the agriculturists in this Presidency between the years 1852 and 1855. It was pointed out above how in Nellore the fall in prices in 1852 was about 39 per cent below the commutation prices. For example, let us suppose that the commutation rate was fixed then at Rs. 30 per candy of estimated produce and the average value upon the three principal kinds noted in the prices current during the previous ten years of Rs. 19 more or less. The same principle was adopted then as the basis of calculation as is given in clause (3) (a) of section 40 of the Estates Land Act. Yet when the fall came, the cultivator found himself realizing only Rs. 38 per candy; from out of which he had to pay a tax to the Government, leaving for him a balance of Rs. 8; i.e., something more than 25 per cent in lieu of what he was supposed to realize. That was how the disaster overtook the cultivator in 1852. The disaster of 1929 and 1930 which is continuing to-day is exactly of the same type. It is absurd to suppose that any country or power with any resources at her back, is in a position to-day to regulate the world prices or Indian prices. Nothing more is needed to prove to-day that the rules laid down in sections 30-35 for enhancing rents and the rules laid down in sections 35, 40 and 41 for commuting rents on the basis marked in section 40 are misleading and wrong. The agriculturist has been ruined during the last 150 years in India on account of the enhancement of the rents which the landholders were entitled to claim. All these provisions relating to enhancements of rent and commutation of rent, and reduction of rent must give place for a new rule or principle that should be adopted as the basis of assessment both in the zamindari and ryotwari tracts. A separate chapter is given on *currency and rent* showing how currency changes have been enhancing the land taxes. The causes that contributed to the fall in world prices and the continued economic depression of the world are given there in detail. A separate extract from Government papers, relating to commutation rates is given in the appendices to the report, with a view to show how the price levels have been varying and how wrongly the commutation prices had been fixed from time to time by the Government and how in the end they confessed in 1852, after a mismanagement of 100 years that it was not possible for them to say, on what data or basis the commutation rates were collected. What happened for 100 years before 1852, happened again since 1852 up-to-date. A close study of the following chapter dealing with the fall of the prices together with the appendices on the commutation of rents and also the causes of the fall in the world prices will enable the Legislatures and the people to understand the unreasonableness of the introduction of the sections 40 and 41 under the name of Commutation. ✓

There is yet another provision in the Estates Land Act—section 28—which enabled the courts, to enhance the rents on the ground of the contract, while the “contract” was done away with in the Estates Land Act. Contract was, for the first time introduced in clause (1) of the section 11 of the Rent Recovery Act, contrary to the rules laid down in the Permanent Settlement Regulation and Patta Regulation of 1802. The mischief done by the introduction of this in section 11 of the Recovery Act was sought to be removed by the section 135 of the Estates Land Act, which laid down the rules that “any stipulation and reservation to add to the rent lawfully payable shall be avoided.” Having regard to the provisions of sections 135 and 30 of the Estates Land

Act, that prohibited the enhancement of rents by 'contract,' section 28 of the Act ought to have been dropped. Section 28 runs as follows:—

“ In all the proceedings under the Act, the rent or the rate of rent for the time being lawfully payable by the ryot shall be presumed to be fair and equitable until the contrary has been proved.”

Section 28 is directly opposed to sections 135 and 30 of the Estates Land Act.

This is directly opposed to the rules laid down in sections 9 and 7 of Regulation XXX and section 14 of Regulation XXV of 1802. Rent was made definite and unalterable at the time of the permanent settlement. Under section 9 of the Regulation XXX, in the case of dispute about the rate of rent, it must be settled at the rate prevailing in the year preceding the permanent settlement. These are the conclusive proofs laid down by the Legislature.

The presumption raised in section 28 of the Act, is directly opposed to the principles and rules laid down in the Permanent Settlement and the Patta Regulations. As a result of the presumption raised under section 28, enhancement by “ contract ” which is prohibited by this very Act has been recognized. This presumption was applied in favour of the landholder in the Kannivadi estate in which the Manoraji rates or rates entered into by agreement between the landholder and the tenant were declared to be binding upon the cultivator. Manoraji rate was an enhanced rate and is said to have been agreed to by a contract in 1909, one year after the Estates Land Act came into force.

Whoever applies for enhancement of rent under the Act, should make his application under section 30 on any one of the four grounds stated therein, but not on any ground of “ contract ” which was not provided for.

The learned Judge ignoring the provisions of sections 135 and 30 of the Act, held that the Manoraji rate was a proper one. It is wrong law, which should not be allowed to remain on the statute. Section 28 of the Estates Land Act should be eliminated. We have discussed this question more fully in dealing with the Kannivadi estate in Part II of the Report.

Premiums.

There is another section under which the landholder is given power to collect premiums from cultivators, when he admits any cultivator to possession. No such provision was found in the Rent Recovery Act. For the first time, it was introduced in the Estates Land Act. There is no justification for levying any premium when the ryot is admitted to the ryoti land.

It is the inherent right of the cultivator to take up the waste land and develop and make it yield more. The levy of premium under section 25 of the Estates Land Act is contrary to the procedure that obtains in the ryotwari tracts. The reclamation of land in preparation for cultivation involves considerable outlay of labour and money, and therefore, the cultivator must have been given considerable concessional rates of rent or even without rent for a certain number of years. Such progressive taxation has been obtaining in the ryotwari tracts to-day under the government, where tea, coffee, plantain, paddy, etc., are cultivated. (See Board's Standing Orders Nos. .)

Provision entitling landholder to collect premiums when he admits a cultivator to possession introduced in Estates Land Act is unjustifiable.

Unauthorized cultivation.

The provision in the Estates Land Act, authorizing the levy of $2\frac{1}{2}$ times the assessment on the so-called unauthorized cultivation of old waste is another instance of the surrender of the rights of the inhabitants to cultivate and reclaim waste lands. Both the cultivated and uncultivated lands belonged to the cultivators themselves.

Provision authorizing $2\frac{1}{2}$ times the assessment for unauthorized cultivation of old waste is a surrender of the rights of the cultivators.

At the time of the permanent settlement a distinction was made between the cultivated and uncultivated lands for the purposes of enabling the Government or their agents, landholders, to claim a share in the produce, when the waste land is brought under cultivation. The Government claimed such right in exercise of its sovereign powers; and it was only that right that was transferred to the landholder at the time of the permanent settlement, leaving the right to the soil even in the waste lands to the cultivator himself.

Under such circumstances, it is unreasonable and illegal to claim $2\frac{1}{2}$ times the assessment on the ground of unauthorized cultivation. There was no unauthorized cultivation at all. It is perfectly legitimate cultivation in exercise of the cultivator's own right, the only condition imposed being that it must be done with the permission of the Government or the landholder. If permission is applied for, the landholder has no option to refuse. It is wrong to have called it unauthorized cultivation; and the levying of $2\frac{1}{2}$ times the assessment is a punishment. This provision also must be deleted.

ENHANCEMENT OF RENTS

Patta Regulation XXX of 1802—No enhancement permitted. On the other hand, fixing of a lesser rate on waste lands for special purposes permitted.

(1)

Rent Recovery Bill VI of 1893—No enhancement except when additional value was imparted by works of irrigation, etc., at the expense of land-holder. Giving on lesser rate for special purposes permitted.

(2)

Rent Recovery Act VIII of 1895—Enhancements permitted to certain lands, viz., non-occupancy holding.

(3)

The Madras Tenancy Bill (189) as introduced.

(4)

Sections—

Clause X—

Section XI—Clauses (1)–(4)—

VII. Proprietors or farmers of land shall not levy any new assessment or tax on the ryots, under any name or under any pretence; exactions other than those consolidated in the patta, or otherwise authorized by the Government, shall, upon proof, subject the proprietor or farmer to a penalty equal to three times the amount of each exaction.

IX. Where disputes may arise respecting rates of assessment in money or of division in kind, the rates shall be determined according to the rates prevailing in the cultivated lands in the year preceding the assessment of the permanent jumamah on such lands; or, where those rates may not be ascertainable, according to the rates established for lands of the same description and quality as those respecting which the dispute may arise.

XI. Discharges of rent in money or in kind received by proprietors or farmers of land, over and above the amount or quantity which may have been specified in the muchlika of the person paying the same, shall be considered to have been extorted and discharges so taken by extortion shall be repaid, together with a penalty of double the amount of the value, with costs.

XV. Nothing contained in this Regulation shall be construed to prohibit proprietors of land from granting, without the sanction of Government or its officers, to persons (not being British Subjects or Europeans, or descendants from Europeans), leases or pattas of land for any term of years or in perpetuity, on such terms as may be mutually agreed, for the erecting of dwelling houses or buildings for carrying on manufactures, or other purposes, and for offices attached to such houses or buildings, or for garden; nor from granting pattas for clearing and bringing waste lands into cultivation. Pattas bona fide granted for these purposes shall be binding on all future proprietors notwithstanding the estates including such lands may have been sold to liquidate arrears of revenue due to Government unless it may be proved in a Court of Justice that the lands were not waste when granted in lease, but collusively granted or fraudulently obtained.

Landholders of the first class who occupy the place of Government in reference to the land, and are only entitled to pay tax payable therefrom up to a portion of it, shall not levy any unauthorized assessment or tax on their ryots under any name or under any pretence. Where disputes may arise respecting rate of assessment whether in money or in kind, such rates shall be determined according to those permanently assessed upon the lands in dispute, or where such rates may not be ascertainable or where such lands have not been permanently assessed then according to the rates established for contiguous lands of the same description and quality as those respecting which dispute may arise; provided always that nothing herein contained shall affect the right of such landholder with the sanction of the Collector, to raise the assessment upon any land in consequence of additional value imparted to them by works of irrigation or other improvements provided or procured at his own expense; provided also, that no pattas may have been granted by any such landholder at rates lower than the rates assessed upon such lands, or upon contiguous lands of the same description and quality shall be binding upon his successor unless such pattas shall have been bona fide granted for the erection of dwelling houses, factories, or other permanent buildings or for the purpose of clearing and bringing waste land into cultivation or for the purpose of making any permanent improvement thereon, and unless the tenant has substantially performed the conditions upon which such lower rates of assessment were allowed.

* Regulation XXX of 1802, V and VII Unauthorized exactions forbidden.

† Regulation XXX of 1802, Section 15.

(1) All contracts for rent, express or implied, shall be enforced.

(2) In districts or villages which, have been surveyed by the British Government, previous to 1st January 1859, and in which a money-assessment has been fixed on the fields, such assessments are to be considered the proper rent when no contract for rent express or implied, exists.

(3) When no express or implied contract has been made between the landholder and the tenant, and when no money-assessment has been so fixed on the fields, the rates of rent shall be determined according to local usage, and, when such is not clearly ascertainable, then according to the rates established or paid for neighbouring lands of similar description and quality.

Provided that, if either party be dissatisfied with the rates so determined, he may claim that the rent be discharged in kind according to the 'varam', that is, according to the established rate of the village for dividing the crop between the Government or the landlord and the cultivator. When the 'varam' cannot be ascertained, such rates shall be decreed as may appear just to the Collector after ascertaining if any increase in the value of the produce or in the productive power of the land has taken place otherwise than by the agency or at the expense of the ryot.

(4) In the case of immemorial waste land and of lands left unoccupied either through default or voluntary resignation, it shall be lawful for landholders to arrange their own terms of rent; provided that nothing in this rule shall be held to effect any special rights which by law, or usage having the force of law, are held by any class or person in such waste or unoccupied lands.

Provided always that nothing herein contained shall affect the right of any such landholder to raise the rent upon any of his lands in consequence of additional value imparted to them by any work of irrigation or other improvement executed at his own expense; or, where additional value having been imparted to any of his lands, by any work of irrigation or other improvement executed at the expense of Government, he has been required to make an additional payment to Government, in consequence of such last mentioned additional value of work of irrigation or other improvement. But in either case the sanction of the Collector as to the amount of additional rent shall be obtained by the landholder previous to his raising such rent upon his said lands or any of them. (Madras Act II of 1871 and Madras Act III of 1890).

Provided also that no pattas which may have been granted by any such landholder at rates lower than the rates payable upon such lands or upon neighbouring lands of similar quality and description shall be binding upon his successor, unless such patta shall have been bona fide granted for the erection of dwelling-houses, factories or other permanent buildings, or for the purpose of clearing and bringing waste-land into cultivation, or for purpose of making any permanent improvement thereon, and unless the tenant shall have substantially performed the conditions upon which such lower rates of assessment were allowed.

V. The landholders specified in section 8 shall not levy any unauthorized tax on their tenants under any name or under any pretence. Every tenant from whom any such is exacted in excess of the rent, or other authorized charge specified in his patta, shall be entitled to recover by a summary suit before the Collector double the amount so exacted, with costs. An award of compensation under this section shall not bar or affect any penalty or punishment to which the receiver of such sum in excess of the proper rent and authorized charges may be subject by law for extortion.

Section 15.—The rent for the time being payable by an occupancy ryot shall be presumed to be fair and equitable until the contrary is proved.

Section 16.—The rent of an occupancy ryot shall not be enhanced except as provided by this Act.

Section 17.—Where an occupancy ryot holds at a money rent not fixed in perpetuity, the proprietor may, subject to the provisions of this Act, institute a suit before the Collector to enhance the rent on one or more of the following grounds, namely:—

(a) that there has been a rise in the average local prices of staple-food crops in the taluk or zamindari division since the existing rent was fixed;

(b) that the productive powers of the land held by the ryot have been increased by an improvement effected by, or at the expense of, the proprietor since the existing rent was fixed;

(c) that the productive powers of the land held by the ryot have been increased, since the existing rent was fixed, by any work of irrigation or other improvement executed at the expense of Government, and the proprietor has been required to pay an additional revenue or rate to Government in consequence thereof;

(d) that the productive powers of the land held by the ryot have been increased by alluvial action.

Explanation.—"Fluvial action" includes a change in the course of a river rendering irrigation from the river practicable where it was not previously practicable.

Provided that no enhancement of rent on the ground stated in clause (a) of this section shall be claimable in any estate within the districts of Salem, Madura or Tinnevely.

Section 18.—Where an enhancement is claimed under section 17, clause (a).—

(a) the Collector shall compare the average prices during the decennial period immediately preceding the institution of the suit with the average prices during such other decennial period as it may appear equitable and practicable to take for comparison;

(b) the enhanced rent shall bear to the previous rent the same proportion as the average prices during the last decennial period bear to the average prices during the previous decennial period taken for purposes of comparison; provided that, in calculating this proportion, the average prices during the later period shall be reduced by one-third of their excess over the average prices during the earlier period;

(c) if in the opinion of the Collector it is not practicable to take the decennial periods prescribed in clause (a), the Collector may, in his discretion, substitute any shorter periods thereof;

(d) the average prices by which the Collector shall be guided shall be those published under the authority of the Local Government, unless and until they are proved to be incorrect;

(e) the decennial periods taken for the comparison of average prices shall be periods of ten years excluding all years which the Local Government may notify to be, or to have been, famine years in respect of any local area;

(f) the Local Government shall make rules for determining what are to be termed staple food crops in any local area, and for the guidance of officers preparing lists under this section.

Section 19 (1).—Where an enhancement is claimed under section 17, clause (b).—

(a) the Collector shall not grant an enhancement unless the improvement has been completed and registered in accordance with this Act;

(b) in determining the amount of enhancement the Collector shall have regard to—

(i) the increase in the productive powers of the land caused or likely to be caused by the improvement;

(ii) the cost of the improvement;

(iii) the cost of the preparation and cultivation required for utilizing the improvement; and

(iv) the existing rent and the ability of the land to bear a higher rent.

(2) A decree under this section shall, in the application of the ryot or his successor in interest, be subject to reconsideration in the event of the improvement not producing or ceasing to produce the estimated effect.

Section 20.—Where an enhancement is claimed under section 17, clause (c), the Collector shall have regard to—

(1) the increase in the productive power of the land caused or likely to be caused by the improvement;

(2) the cost of the preparation and cultivation required for utilizing the improvement; and

(3) the additional payment which the landholder is required to make to Government on account of the improvement.

Provided that the enhancement imposed on the ryot shall not exceed the sum which the proprietor has to pay to Government an account of the improvement made by it.

Section 21.—Where an enhancement is claimed under section 17, clause (d).—

(a) the Collector shall not take into account any increase which is merely temporary or casual;

(b) the Collector may enhance the rent at such an amount as he may deem fair and equitable but not so as to give the proprietor more than one half of the value of the net increase in the produce of the land.

Section 22.—Notwithstanding anything contained in the foregoing sections, the Collector shall not in any case decree any enhancement which is under the circumstances of the case unfair or inequitable.

Section 23.—If the Collector passing a decree for enhancement considers that the immediate enforcement of the decree in its full extent will be attended with hardship to the tenant, he may direct that the enhancement shall be gradual; that is to say, that the rent shall increase yearly by degrees for any number of years, not exceeding five until the limit of the enhancement decreed has been reached.

Section 24 (1).—A suit instituted for the enhancement of the rent of a holding on the ground of a rise in prices shall not be entertained, if within the fifteen years next preceding its institution, the rent of the holdings has been enhanced by a contract, or, if within the said period of fifteen years, the rent has been commuted under section 27, or a decree has been passed under this Act enhancing the rent on the ground of aforesaid or dismissing the suit on the merits.

(2) Nothing in this section shall affect the provision of section 373 of the Code of Civil Procedure.

Madras Tenancy Bill (1898) as amended by the Select Committee.

Estates Land Act I of 1908—Enhancements permitted under the following heads, on old waste ryotil land only.

- (5)
- Section 10—**
The land revenue payable by a ryot shall not be enhanced except as provided by this Act.
- Section 16—**
In the disposal of suits involving disputes regarding rates of land-revenue payable by ryots the following rules shall be observed:—
- (i) In estates which have been surveyed by the British Government previous to 1st January 1859, and in which a money assessment has been fixed on the fields, such assessment is to be considered the proper land-revenue payable.
 - (ii) In the case of all other estates
 - (a) The Collector shall adopt the rates of assessment in money, or of division in kind, prevailing in the cultivated lands in the year preceding the assessment of the permanent peshkash, or, in the case of estates not permanently settled, the rates which were in force immediately prior to the date on which the grant of the estate was made, confirmed or recognized.
 - (b) Where these rates may not be ascertainable the Collector shall fix the land revenue in accordance with local usage, and if such local usage is not clearly ascertainable, then in accordance with the rates established and generally paid in the district for lands of similar description and quality. Provided that if either party be dissatisfied with the rates determined under Rule (ii) (b), he may claim that the land-revenue payable be discharged in kind to the "Waram" that is, according to the established rate of the village for dividing the crop between the Government or the landholder and the cultivator. When "the Waram" cannot be ascertained, such money rates shall be decreed as may appear to the Collector just and equitable, provided that such rates shall in no case exceed the equivalent of half the gross produce after deducting the expenses of cultivation, of harvesting and of storage. Such money rates shall be determined on a calculation of the average price which the ryot has been able to obtain at the time of harvest on the average of the previous ten years.
 - (iii) In the case of immemorial waste land, it shall be lawful for landholders to arrange their own terms of land revenue; provided that the rates laid down in the foregoing Rules be not exceeded and that nothing in this rule shall be held to affect any special rights which by law or usage having the force of law, are held by any class or person in such waste land.
 - (iv) Nothing contained in this section shall affect the right of any landholder to raise the land-revenue upon any land in consequence of additional value imported to it by any work of irrigation or other improvement executed at his own expense; or where additional value has been imported to any land by any work of irrigation or other improvement executed at the expense of Government, and where the landholder has therefore been required to pay an additional sum to Government. But in either case the sanction of the Collector as to the amount of additional land-revenue payable upon such land shall be obtained by the landholder previous to his raising the land-revenue upon the land.
 - (v) Nothing contained in this section shall affect the right of a ryot to sue for the reduction of land-revenue payable by him on the ground that it has been unduly raised after 1st May 1871.
 - (vi) No puttah which may have been granted by any landholder at rates lower than the rates payable under these rules upon any lands, or upon lands of similar quality and description, shall be binding upon his successor, unless such puttah shall have been *bona fide* granted for the erection of dwelling houses, factories, or other permanent buildings, or for the purpose of clearing and bringing waste land into cultivation, or for the purpose of making any permanent improvement thereon; and unless the ryot shall have substantially performed the condition upon which such lower rates were allowed.

- (6)
- Sections 30-35 and 40 and 41—**
30. Where for any land in his holding a ryot pays a money rent the landholder may (apply to the Collector) to enhance the rent on one or more of the following grounds and no others:—
- (i) that during the currency of the existing rent there has been a rise in the average local prices of staple food-crops in the taluk or zamindari division;
 - (ii) that a work of irrigation or other improvement has been executed at the expense of Government, the landholder has been lawfully required to pay in respect of the holding an additional revenue or rate to Government in consequence thereof;
 - (iii) that the productive powers of the land held by the ryot have been increased by an improvement effected by, or at the expense of, the landholder;
 - (iv) that the productive powers of the land held by the ryot have been increased by fluvial action.
- Explanation.**—"Fluvial action" include a change in the course of a river rendering irrigation from the river practicable where it was not previously practicable.
31. Where an enhancement is claimed under section 30, clause (i)—
- (a) the Collector shall compare the average prices during the ten years immediately preceding the (application) with the average prices during the ten years ending twenty years immediately before the (application);
 - (b) if in the opinion of the Collector it is not practicable to take the decennial period mentioned in clause (a), the Collector may, in his discretion, substitute any shorter periods thereof;
 - (c) the average prices by which the Collector shall be guided shall be those published under the authority of the Local Government and the Collector shall presume that the prices shown in the lists prepared for any year subsequent to the passing of this Act are correct and may presume that the prices shown in the lists prepared for any year prior to the passing of this Act are correct unless and until it is proved that they are incorrect;
 - (d) the decennial periods taken for the comparison of average prices shall be periods of ten years excluding all years which the Local Government may notify to be, or to have been, famine years in respect of any local area;
 - (e) the enhanced rent shall bear to the previous rent the same proportion as the average prices during the last decennial period bear to the average prices during the previous ten years taken for purposes of comparison: provided that, in calculating this proportion, the average prices during the later period shall be reduced by one-half of their excess over the average prices during the earlier periods.
32. (1) Where an enhancement is claimed under to, clause (ii)—
- (a) the Collector shall not grant an enhancement unless the improvement has been registered in accordance with this Act or has been executed within fifteen years preceding the commencement of this Act;
 - (b) in determining the amount of enhancement the Collector shall have regard to—
 - (i) the increase in the productive powers of the land caused or likely to be caused by the improvement;
 - (ii) the cost of making the improvement and the proportion in which such cost was borne by the landholder and by the ryot;
 - (iii) the probable annual cost of maintenance of the improvement—
 - (a) to the landholder; and
 - (b) to the ryot;
- Sub-clause (ii) was substituted for the original sub-clause by section 22 (i) (a) of the Madras Estates Land (Amendment) Act, 1934 (Madras Act VIII of 1934).
- Sub-clause (iii) was inserted by section 22 (i) (b) *ibid*.
- NOTE.**—The original sub-clauses (iii) and (iv) were re-numbered as sub-clauses (iv) and (v) *ibid*.
- (iv) the cost of the preparation and cultivation required for utilizing the improvement; and
 - (v) the existing rent and the ability of the land to bear a higher rent.
- (2) Before executing any improvement, the landholder may with the previous sanction of the Collector, enter into a contract with the ryot for the payment of an additional rent in consideration of such improvement. On the improvement being effected the landholder shall apply to the Collector for registration of the same, and the Collector after satisfying himself that the sanctioned improvement has been executed shall register the same. On or after such registration and on the application of the landholder to enforce such contract, the Collector may pass an order granting such enhancement, not exceeding the additional rent mentioned in the contract, as is found by him to be reasonable with due regard to the considerations specified in clause (b) of sub-section (1).
- (3) An enhancement (ordered) under this section shall, on the application of the ryot or his successor in interest, be subject to revision by the Collector in the event of the improvement not producing or ceasing to produce the estimated effect.
33. Where an enhancement is claimed under section 30, clause (iii), the rent may be enhanced by the sum or proportionate part of the sum which the landholder has lawfully to pay to Government on account of the improvement made by them.
34. Where an enhancement is claimed under section 30, clause (iv)—
- (a) the Collector shall not take into account any increase which is merely temporary or casual;
 - (b) the Collector may enhance the rent to such an amount as he may deem fair and equitable, but not so as to give the landholder more than one-half of the value of the net increase in the produce of the land.
35. Notwithstanding anything contained in sections 31 to 34, the Collector shall not in any case order any enhancement which is under the circumstances of the case unfair or inequitable, or which would operate so as to raise the rent beyond the value of the established waram of the village in which the holding is situated, commuted in accordance with the provisions of section 40.
40. (1) Where for any land in his holding a ryot pays rent in kind or on the estimated value of a portion of the crop, or at rates varying with the crop, whether in cash or kind, or partly in one of these ways and partly in another, or partly in one or more of these ways and partly in cash, either the ryots or the landholder may apply to the Collector to have the rent on the holding commuted to a definite money rent.
- (2) On such application, the Collector shall pass an order declaring the sum to be paid as money rent in lieu of rent in kind or otherwise. The commutation shall take effect from the beginning of the revenue year next after the date of such order.
- (3) In making the determination the Collector shall have due regard to each of the following considerations:—
- (a) the average value of the rent actually accrued due to the landholder (during the ten years preceding the date of application) other than the years which the Local Government may notify to be or to have been famine years in respect of any local area or, if the value for such period cannot be ascertained during any shorter period for which evidence may be available excluding famine years;
 - (b) the money rent, payable by ryots for land of a similar description and with similar advantages in the same village or neighbouring villages (or where there are none such, in the village of a neighbouring taluk); and
 - (c) improvements effected by the landholder or the ryot in respect of the holding, and the rules laid down in section 32.
41. (1) Where the rent of a holding has been commuted under section 40, it shall not, except on the grounds specified in clauses (ii) and (iii) of section 30 or on the ground of a subsequent alteration of the area of the holding, be enhanced for twenty years, nor shall it be reduced for twenty years save on the ground of alteration in the area of the holding or on the ground specified in clauses (a) and (b) of sub-section (1) of section 38.
- (2) The said period of twenty years shall be counted from the date on which the commutation takes effect.

RENT ACT—SECTION 11.

Enhancement of rents.

Enhancement of rent on the ground of "contract" provided by Rent Act is applicable only ryotwari tenant and his under-tenant.

1. In the Rent Act enhancement under section 11, clause (i), that is "Contracts," may be effected between ryotwari tenant and his under-tenant, because ryotwari tenant is defined as class 2 landholder in section 1 of the Rent Recovery Act and section 2 laid down that landholders as defined in section 1 should have authority to proceed against tenants for arrears of rent in the manner and under conditions thereafter laid down. If it is sought to be applied against rights of occupancy it must be taken to mean the contracts entered into at the time of the permanent settlement because permanent occupancy right excludes any idea of enhancement even under "contract."

2. Enhancement under clause 2 can apply only to ryotwari lands that had been surveyed prior to 1859 because no survey had been done in any of the zamindaries before 1859, and it was done only ryotwari lands.

Mode of fixing of rent as provided by Rent Act corresponds with section 9 of Regulation XXX of 1802.

3. The fixing of rates of rent under clause 3 of section 11 seems to correspond with section 9 of Regulation XXX of 1802, though not in exact words. The provision in clause 3, that the rates of rent shall be determined according to local usage and if that is not ascertainable, then according to the rates established or paid for neighbouring lands of similar description corresponds in substance to section 9 of Regulation XXX of 1802. Section 9 of the Patta Regulation says, that when disputes arise rates prevailing in the cultivated lands in the year preceding the assessment of the permanent jumma on such lands, and where such rates could not be ascertainable, according to established rates for lands of the same description and quality.

The words "local usage" and "rates established" convey the same meaning as the words of section 9. Further the proviso makes the position still clearer that the provision made in clause 3 corresponds to section 9 of Regulation XXX of 1802. The proviso laid down:—

"That if either party was dissatisfied with the 'rates so determined,' that he might claim that the rent be paid or discharged in kind according to waram, i.e., according to the established rate of the village at the time of the Permanent Settlement."

The first part of this proviso expressly takes us back to the established rates of the village at the time of the Permanent Settlement. Therefore, the words 'usage' and the 'rates established according to neighbouring lands,' used in clause 1 must be taken to have referred to the rates fixed permanently at the time of the Permanent Settlement."

The proviso which takes us back to the established rates of the village at the time of the Permanent Settlement cannot be taken to have been tacked to a usage or a neighbouring rate that was prevailing at the time of the dispute. For example, if the dispute arose in 1907, before the Rent Act was repealed, as to the rate of rent and it was contended for the landholders that by rates of rent according to local usage or established rate neighbouring lands, it was meant the usage or the neighbouring rate that prevailed on the date of the dispute the proviso would never have prescribed to go back to the waram rate that prevailed at the Permanent Settlement because the disparity might be hopelessly great. That will be an unnatural construction. Applying ordinary statutory rules of interpretation the remedy provided by the proviso must be taken to be referring to the same period to which the body of the section was dealing.

On this construction it is clear that section 9 of the Patta Regulation is embodied in clause (3) of section 11 of the Rent Recovery Act, though not word for word, but the substance and spirit of it. If the words of section 9 had been copied bodily as was done in clause (10) of the Bill, there would have been no occasion for controversy. The mistake made in this connexion is in their having given precedence to the contract. The Select Committee that had laid down the rule and the principles faithfully in their report made a mistake in their endeavour to amplify section 11. Another mistake made in this connexion, is in having given power to the Collector to fix the rate after ascertaining if there was any increase in the value of the produce or productive power of the land, and satisfying himself that the same had not been brought about by the ryot at his own cost. This is the amplification which the Select Committee proposed to make in their report. This was contrary to the provisions of Regulation XXX. Permanent rights of occupancy and permanent settlement of rates at the time of the Permanent Settlement, as contemplated by section 9 of Regulation XXX clearly exclude the idea of any agreement to pay an increased rate on the ground of a larger yield. Now we turn to clause 4 of section 11.

4. Landholder is permitted to levy his own terms of rent on immemorial waste lands and lands left unoccupied either through default or voluntary surrender.

5. The proviso to this excludes all lands permanently assessed at the time of the settlement—cultivated or waste, occupied or unoccupied. The proviso runs as follows :—

“ Provided that nothing in this rule shall be held to affect any special rights which by law or usage having the force of law are held by any class or person in such waste or unoccupied land.”

To this proviso two provisos were added making (a) first, when improvements are effected at the cost of the landholder; (b) second, at the cost of Government and the landholder was called upon to pay an additional charge. Of these two the first alone was included in the Rent Bill whereas in the Act the second also was added.

Enhancement of rent on the ground of improvements effected by landholder or by the Government and that the landholder has been called upon to pay an additional charge is applicable only to ryotwari tenants and their under-tenants.

(a) Enhancements on account of improvements made by the landholder :—This must be taken to relate to ryotwari tenants and their under-tenants only, because the zamindar has no right to make any improvement on cultivator's lands because the rent had been fixed for ever at the time of the Permanent Settlement.

(b) With regard to the enhancements on account of improvements made by the Government and an additional charge levied thereon—this must be deemed to apply to the ryotwari tenants of the Government and not to the permanently settled lands as in the previous case. If not, this also will become a burden on the cultivator, so as to destroy his permanent rights, both in regard to occupancy and rates of rent. It was neither legal nor valid, that this burden was added, when that was against the letter and the spirit of the law laid down in Regulation XXX of 1802. It is incomprehensible why when there was only one enhancement proposed in the Bill, two were added in the Rent Act, within such a short time. These two enhancements which ought to have been confined to ryotwari tenants only, had been worded in such a way as to make it appear that it was applicable against permanent rights of occupancy also. Similarly enhancements contemplated under clauses 1, 2 and 3 were so worded as to make it go contrary to the law laid down in Regulation XXX, and to the established usage and custom on which the permanent settlement rates had been fixed. Section 13 of the Rent Recovery Act authorized landholders under ryotwari settlements to recover rent under this Act provided they had taken a lease of agreement in writing from their tenants specifying the rent.

6. Terrible confusion was created in this manner by mixing up the ryotwari tenants and the zamindars and providing the same set of rules for both. If clause 10 of the Rent Bill had been kept intact in the Rent Act, there would have been only one enhancement provided for, namely, when improvements were effected by the zamindar himself. By adding the new sub-proviso, a right to another kind of enhancement was created in favour of the zamindar, even when he did not effect any improvement. If the Government had effected any improvement it was because they were under an obligation to do that so long as they received land-tax. And, as the zamindars were the Government's authorized agents, if they effected any improvement it was only what the Government itself was obliged to do. It was an obligation that was on both of them and it was a matter of adjustment as between themselves. There was no cause of action against the cultivator at all in such a case. It was illegal and inequitable that the cultivator should have been made liable to pay enhanced rate on that ground.

7. Any enhancement made on the lesser rates charged by the landholder under the last proviso are not really enhancements, and they were permissible up to the limit of the rate fixed at the permanent settlement.

8. *Enhancements under The Estates Land Act.*—Enhancements on account of rise in prices was introduced for the first time on ryoti lands under the Estates Land Act. But this does not mean that enhancement was permitted on the lands cultivated and uncultivated at and after the Permanent Settlement of 1802. Enhancements on such lands on which rents were permanently fixed are prohibited under the first proviso to clause 1 of section 30. Therefrom the enhancements contemplated on the ground of rise in prices or improvements or increase in productive value on account of improvements made by the zamindar or increase in productive value on account of improvements made by the Government and the landholder required to pay additional peshkash, or on account of fluvial action were never intended to apply against ryoti land on which rents were permanently fixed. The first was expressly excluded from its operation under the first proviso to clause (i) of section 30. Then, was there any other ryoti land to which the rules in section 30 for enhancing the rents can apply? Yes, there is. At the time of the Estates Land Act, as originally passed, the legislature defined old waste in clause 7 of section 3 as follows :—

Enhancements of rents under the Estates Land Act.

“ Old waste ” means and includes any land in an estate which, not being private land,

- (1) has at the time of letting by the landholder been owned and possessed by him or his predecessors-in-title for a continuous period of not less than ten years, and has continuously remained uncultivated during the time, such period being either after or partly before and partly after the passing of this Act, or within 20 years before the passing of this Act, or
- (2) has at the time of any letting by the landholder after the passing of this Act, remained without any occupancy rights being held therein at any time within a continuous period of not less than ten years immediately prior to such letting and includes ryoti land in respect of which before the passing of this Act, the landholder has obtained a final decree of a competent civil court, establishing that the ryot has not occupancy right, and so long as no right of occupancy has been acquired subsequent to the date of such decree.

Section 30 which provided for enhancement of rent is applicable only to old waste ryoti land and not ryoti land proper.

Analysing this, old waste defined above resolves itself into three groups:—

- (1) Ryoti land (a) which at the time of its letting by the landholder had been owned and possessed by him for ten years continuously and (b) had during such period continuously remained uncultivated;
- (2) ryoti land, which at the time of its letting by the landholder after the passing of this Act, was free from occupancy rights for ten years previous to such letting;
- (3) ryoti land in respect of which a civil court had finally declared before the Act the non-existence of any occupancy right and no such right had subsequently been acquired since such decree.

When the Estates Land Act was first passed, these three classes of ryoti land were excluded from the category of the ryoti land defined in clause 16 of section 3. The enhancements contemplated under section 30, clauses 1-4, were therefore aimed at the three groups of ryoti land which came under the definition of old waste and which were not included in the definition of ryoti land under clause 16 of section 3. The enhancements under clauses 1-4 of section 30 could be made only as against a ryot who was holding ryoti land (that is, old waste ryoti land), under the Estates Land Act, at the time the Act came into force. Section 50 as it stood before the amendment supported this view. The original section was as follows:—

“The provisions of this chapter shall apply to all ryots, ‘with a permanent right of occupancy’ and also so far as may be to ryots holding ‘old waste’ under a landholder otherwise than under a lease in writing.”

Of this, the words beginning with “with” and ending with “writing,” were omitted by section 34 (i) of the amending Act VIII of 1934.

According to the original section the chapter relating to pattas and muchilikas was applicable to “old waste” also. By omitting “old waste” in clause 7 of section 2 and the above words in section 50, Chapter IV (pattas and muchilikas) was narrowed down so as to make it applicable to only “ryots.” Before the amendment of 1934, exchange of pattas and muchilikas was compulsorily applicable to old waste and enhancement of rents contemplated by clauses 1-4 of section 30 could be made against tenants admitted to old waste and not to ryoti land exempted under proviso to clause (i) of section 30, Estates Land Act. Under section 50, as it stood originally, two classes of ryoti land of which “old waste” was one, were recognized and the enhancements mentioned in sections 30-35, were directed against old waste only and not against the ryot whose tenure and rent had been permanently fixed at the time of the permanent settlement.

The first clause of section 30 is as follows:—

“Where for any land in his holding a ryot pays a money rent the landholder may apply to the Collector to enhance the rent on one or more of the following grounds and no others:—”

To bring within the scope of this section, the land must be in the holding of a ryot within the meaning of the Estates Land Act. Under clause 15 of section 3 a “ryot” means a person who holds for the purpose of agriculture, ryoti land in an estate on condition of paying to the landholder the rent which is legally due upon it. “RYOTI LAND,” which the ryot holds is defined in clause 16 of section 3 as meaning “cultivable land in an estate other than private land,” but does not include,

- (a) beds and bunds of tanks and of supply, drainage surplus or irrigation channels;
- (b) threshing-floor, cattle-stands, village-sites and other lands situate in any estate which are set apart for the common use of the villagers; and
- (c) lands granted on service tenure either free of rent or on favourable rates of rent if granted before the passing of this Act or free of rent if granted after that date, so long as the service tenure subsists.

All these that are excluded do not come within the definition of ryoti land. But the "old waste" defined in clause 7 of section 3 of the original Act expressly included the ryoti land that came under the description as stated above. Section 30 of the Estates Land Act remained the same in the old Act and in the new Act. Therefore, the ryoti land that came within the scope of the ryoti land in the holding of a ryot, within the meaning of clauses 15—16 of section 3, was the old waste also, the enhancements contemplated by clauses 1—4 of section 30 could be claimed only as against persons who had been admitted by the landholder to the old waste, that is,

(1) into lands that had been in his possession for ten years continuously, before such letting, owned and possessed by him.

In other words, if a ryot was admitted to that land after he, the landholder, was in possession of the same for ten years that would be admitting a tenant to that class of ryoti land, in which the landholder's ownership and possession were recognized. In such a case the landholder was given the right to enhance the rent as against such ryot who was admitted after his own right and title became perfected.

Next, into the second class of ryoti land, which after the passing of the Estates Land Act was free from occupancy rights for ten years previous to such letting.

Lastly, into the third class of ryoti land on which the landholder was given the right to enhance the rent was the one in regard to which a civil court had given a final decree, declaring that there was no occupancy right on that land. The landholder was given the right to enhance the rent against the man who was covered by the decree, and, in land in which no such occupancy right had been acquired by anybody, until the date of the letting.

The Amending Act 1934 by abolishing old waste and but not other provisions concerning old waste caused all the confusion.

These are the three classes of ryoti land that came within the scope of section 30 of the Estates Land Act, on which a right to enhancement was given to the landholder and no other. The authors of the Estates Land Amending Act VIII of 1934 while omitting clause 7 of section 3, and thus abolishing "old waste" altogether forgot to omit clauses 1—4 of section 30 and other consequential provisions made in sections 31—35. This amendment was made 26 years after the Estates Land Act was passed. During the whole period of 26 years the land which came within the meaning of the 'old waste' as defined in clause 7 of section 3 of the Act had been liable to enhancements of rent at the hands of the landholders, and all that they had to prove was only that the land was old waste within the meaning of clause 7 of section 3, falling within one of the three descriptions named above. The Amending Act VIII of 1934 was a very short one, conceived and passed within a very short time by those who did not know anything about what was intended by the authors of the original Estates Land Act when they introduced the definition of old waste and enacted sections 30—35 providing for enhancement of rents. If, along with clause 7 of section 3 (old waste) sections 30—35 also except the proviso to clause 1 of section 30, had been omitted, the unalterable character of the rate of rent fixed in 1802, would have been kept intact.

The one point that should be noted in this connexion is that the clause (i) relating to enhancements by "contract" in section XI of the Rent Act had been done away with in the Estates Land Act. Not only was it done away with, but sections 135 and 136 have been added by which stipulations and reservations for additional payment were declared void and a penalty is provided for such illegal exactions. Sections 135 and 136 of the Estates Land Act correspond to sections 7 and 9 of the Patta Regulation XXX of 1802, with this difference that penalty for such exactions is made less severe in section 136, and the liability to criminal prosecution was dropped.

COMMUTATION RATES.

This chapter on commutation of rates is written with a view to enable the Legislatures to understand, how the system that had been tried for nearly 100 years and failed in the ryotwari area, was introduced for the first time in the Madras Estates Land Act I of 1908; and how disastrously the commutation rates prescribed in the Estates Land Act in 1908, broke down again in 1929. The present economic crisis that started in 1929 and is continuing until to-day, is due to the break-down of the commutation prices of the last Great War.

Commutation of rates were for the first time introduced in the Estates Land Act of 1908 with regard to the proprietary areas.

With the knowledge of the break-down of the commutation prices in 1852, and the losses sustained by the agriculturists at that period on account of the prices falling below the commutation rates that had been fixed more than 25 or 30 years before that date, and also fluctuations in prices between 1850—1855, and 1908 in the ryotwari areas in Tinnevely and in a few of the proprietary estates; and with the knowledge that no enhancement had been provided even in the Rent Recovery Act of 1865 on the ground of the

rise in the price-levels, the legislators of 1908 ought to have refused to introduce enhancements and commutations on the ground of the rising prices in the Estates Land Act.

A knowledge of history of the Government policy with regard to commutation prior to that is essential for correctly understanding the provisions of Estates Land Act.

Without a knowledge of what happened between 1802 and 1852 to the commutation rates that had been enforced for over 25 years before that date even though the prices had fallen, and how they had failed again between 1852 and 1908, it is not easy for the legislatures, or the common people to understand the disastrous effects of adopting commutation rates on the basis of the prevailing prices at the time of the dispute in the proprietary estates, abandoning the rents fixed unalterably at the time of the permanent settlement, as enacted in the sections 40 and 41 of the Estates Land Act for the first time.

They will not be able to understand without such knowledge, any thing about the policy of the Government not to reduce the assessment on land, even though the prices had fallen, unless the history of the commutation rates taken from the Government records and given below is known to them.

We have been anxious to avoid any references to any irrelevant matter on the subject. But the matter relating to the commutation rates and enhancement of rents being the essence of the contest between the landholders and the cultivators, we have deemed it necessary to include this chapter also in our report which is based on the extract given in appendix from the records of the Government on commutation rates.

Till 1802 rent was paid in kind, as a share of the produce.

The history of the commutation rates is as old as the Permanent Settlement of 1802, if not earlier. Until 1802 and for a good time after that, rents were paid in kind to the Government by giving a share of the produce, when there was no coin or currency to take its place. Although the gold mohurs and dinars and silver rupees of the Hindu and Muhammadan periods were coined in the mints and were current coins, they were not in circulation on a large scale. There was no paper currency then. Moreover payment in kind was considered a most equitable method of collection. The element of rise or fall in prices did not enter and will not enter the sharing system, because profit and loss are shared proportionately.

The rough and ready commutation method followed at the time of Permanent Settlement.

The question of commutation of rents and cash payments came into vogue during the Muslim rule, but not on any extensive scale. At the time of the permanent settlement although the rents were payable in kind and there was no survey or settlement to ascertain the exact measurements of the land, a rough and ready but a method considered accurate was devised to measure the land in "Grace" value and convert the same into cash according to the then prevailing rate. It was on this basis that the peshkash and the rates of rent, both of which constituted the land revenue or tax were fixed in perpetuity. The East India Company did not intend to reserve any right to increase the land revenue or land tax as against the zamindar or as against the cultivator for any reason whatsoever or under any pretext. Before the permanent settlement the method employed for fixing the assessment of land was very simple and did not leave much room either for speculation or chance. The rule applied by them was to take the valuation of the produce of the previous year and fix the Government share of revenue. Gradually it was found more convenient to collect the rent in cash instead of in kind.

Meaning and history of commutation rates.

Commutation of rates means, conversion of share of produce payable as revenue to the Government or their rent-collectors by the cultivator into cash. Survey was not introduced until 1859, and re-settlement did not come in until 1866, although settlement was started in 1792 in Salem and in 1801 in the Ceded Districts. The foundations of the ryotwari settlements were laid there. In the absence of these three, it was not easy to ascertain accurately the areas of lands or quantities of produce of different varieties. *Settlement, survey and re-settlement were established for ryotwari lands only.* Commutation rates were introduced and tried for a long time by the Government in ryotwari lands prior to 1859 in a very unsuccessful manner. It was a result of this failure and in fact from out of this unsuccessful and prolonged attempt that re-settlement system was evolved for a periodical revision of the commutation rates from the year 1866. Again after an experiment of about 70 years it has been discovered at last that re-settlement method also has failed. The failure of commutation rates prior to 1866 and that of re-settlement after 1866 was mostly due to the fact that the revision of rates by either process meant always enhancements on some ground or other and never a reduction except in Cuddapah and other Ceded Districts where Sir Thomas Munro, then Governor of Madras, struck off in fasli 1231 from the original assessment 25 per cent in dry land, 33-1/3 per cent upon wet and garden land dependent on wells and 25 per cent upon wet and poonasah dependent on tanks and wells. In 1852 gradual decline of the prices of grain in Nellore and other districts where commutation rates existed was noticed and the

Government called upon the Board to institute a comparison between the commutation rates and the then current prices of produce and advise them on the question of introducing a system of re-settlement or periodical revision of rates. The Board after an examination of the reports of the Collectors of all the districts advised the Government to adopt a periodical revision every 30 years as in North-West Province and Bombay. Starting from 1866 there had been re-settlements in the Government lands in 1866, 1896, and 1926. Owing to the economic depression of the world and this country since 1929 and the abnormal fall of prices and inability of the agriculturists to bear the burden of the land-tax the re-settlement enhancements have been suspended since 1932; and the Government have been remitting each year some monies, about 75 lakhs of rupees for the last fasli. In the light of the changed conditions the Government are now engaged in finding a method of assessment for the ryotwari area which will give relief to the ryot without endangering the position of the Government and the general public, economically and financially. This is being worked out by the Government separately without referring the same to this Committee, because it is a matter between the Government and the ryot direct and there is no intermediate agency as in the present case of the zamindaries.

In the enquiry started in 1852, the Board reported that the prices had been considerably lower during a period of twenty-five years that preceded 1852, than at the time when the commutation took place and that it was only during the immediately preceding two years that the prices had gone extremely high, in consequence of bad seasons in many districts. Still the Board did not go into the question of prices and their fluctuations, because in their opinion, the price of grain was only one of the ingredients "out of the many entering into the composition of the rates of assessment of the land and affecting their pressure; and because the information respecting investigations, which are in progress with a view to the reduction of the assessment where its pressure is found to be heavy; and speak of that as affording the best opportunity for considering the question as regards each district." The Board further pointed out the "vague and uncertain character of the proceedings on which most of the existing assessments were based, and show how imperfect is the information now obtainable respecting them," and added "even the date, upon which the rates were calculated cannot now for the most part be ascertained with any certainty or what grains were taken into the estimate; or whether the village, the taluk or town prices were considered . . . or the manner in which these so called surveys and assessments as are now known to have been conducted. The measurement of a field might be more properly termed a rough guess at the superficial contents; and the calculation of produce often resolved itself into a fixed sum being fixed upon the village, and distributed over the fields, and that too by an inferior class of servants, insufficiently remunerated. An application of the commutation rates to such estimates has produced the unequal character of the assessment now complained of in some localities, and has rendered neither commutation rate nor current prices a standard by itself sufficient to test the character of the assessment."

The Government generally agreed with the views of the Board expressed above but refrained from expressing their opinion on the subject of periodical revision of the commutation rates because they took it that the Board intended a revision not only of the commutation rates but also of the land assessment and the rates of assessment were based not only on the prices at the time of the commutation, but also on extended cultivations. Improvements generally tend to cheapen production in agriculture or any other art and consequently the prices of all commodities have a tendency to fall with the progress of expansion. The Government were of opinion that it was a mistake to infer that rent should be lowered with the advancement in improvements and that as a fact the contrary might be the case. They held—

"This is due in part to the increased quantity of produce from a given area more than making up for a lower rateable price, and partly in some cases to the accidental circumstances of a greater cheapening in the production of precious metals than of other commodities. A fall in price can only be legitimately urged as a ground for reducing the rate of assessment, if it can be shown that the money value of the whole produce has not increased and not in the same ratio in which the price of certain kinds of produce has fallen. This may be probably the case up to the present time in the districts of this Presidency though the Board notice certain instances in which new and valuable products have been a source of large gain to the ryot. Hereafter, at least, it is to be confidently expected, as roads and other means of communication open the country to trade and bring it nearer to the markets of the world that even if the prices of the old staples continue to be depressed, and it seems doubtful whether such will be the case, that circumstances will be more than counter-balanced by the increased growth of other and more valuable products.

Failure of
commuta-
tion rates.

"Prices of
grains are
only one
of the ingre-
dients that
go to make
up the rates
of assess-
ment."

Governments
opinion
about com-
mutation
rates and
improve-
ments.

“ Under this view, future revisions of the rates of land assessment should be guided less by any necessity of meeting the loss of falling prices than by the broad and liberal policy of affording scope for further extension of cultivation and so widening the basis of taxation. The Government of the country is not in the position of a landlord justly entitled to take the whole surplus produce of the soil and what it can claim is a revenue sufficient to secure the object of Government, viz., to maintain peace and order and to execute those works of public utility, the prosecution of which in this country is held to belong to Government.

“ The demand on the people being thus limited, the reduction of the acreable rate of taxation, as the area taxed becomes extended, follows as a matter of course. Under zamindari settlement, village settlement, and even settlement by farms this process takes place naturally; under a field assessment such as that of Madras, it can only be carried into effect by the direct intervention of the Government.”

Defects of
the commu-
tation policy
of the
Government.

Such were the conclusions arrived at by the Government on the Board's report and when the Board were inclined to reduce the assessment on account of the severe fall in prices. They reiterated the rule that the Government of the country was not entitled to claim the whole surplus produce of the soil, but on the other hand, that it was entitled to claim only so much as would be sufficient to enable the Government to maintain law and order and to execute works of public utility. If this rule had been adhered to, the temptation to increase the rate of land-tax payable by the ryots to the Government would have been easily resisted but while the rule professed was such, neither the Government nor the Board were inclined to reduce the assessment on account of the severe fall in prices in several of the districts where the ryots had been seriously affected. Most of the District Collectors had reported that the commutation rates had worked great hardships on the ryots on account of the fall in prices, and that some relief would have to be given to them by way of reduction of the assessment. But still the Board as well as the Government held that, that could not be done because the basis of assessment was not the prices alone, but also the expansion of cultivation. We do not understand why the reduction of assessment could not have been sanctioned as was done by Sir Thomas Munroe in Cuddapah when he was convinced of the distress of the ryots. So far as lands on which commutation rates had been fixed long ago and the prices had fallen far below the commutation rates so fixed, reduction could have been readily granted while a separate rate according to the established usage could be fixed on the land that had been brought under cultivation afresh. It was Sir Thomas Munro, with full knowledge of the conditions of the country and the ryots, that proposed permanent settlement for the ryots of the ryotwari areas also. That advice was rejected by the authorities in England and the policy enunciated above was formulated. Neither the Government nor the Board could deny that the demand pressed heavily upon the ryot when the prices had fallen. They admitted that the whole system on which the commutation rates had been fixed was faulty, yet, they would not agree to do away with the commutation rates, and fix the rates in perpetuity as was done in the case of the zamindari areas at the time of the permanent settlement. They rejected the proposals of Sir Thomas Munro and laid down the policy stated above.

The policy stated above was taken as a direction by the settlement officers and resettlement officers, so much so that in the so-called periodical revision of assessments there could be no reduction of rates under any circumstances. The settlement officers and the resettlement officers were necessarily hard put to find some ground, scientific or unscientific, valid or invalid, to increase the assessments in a fixed proportion. In this period, between 1852 and 1855, after examining the whole situation the Board held out hopes to remove all undue restrictions on the cultivator, abolish differential tax on produce, make the land alone assessable according to its quality, supply of water from Government sources and maintain a fair and moderate proportion of the gross produce to be taken as the demand of the State. Accordingly, the Board instructed the Collectors and also promised bona fide survey and careful field assessment, in anticipation of progressive improvement of the country.

Distress
wrought by
commuta-
tion rates
in Nellore in
fasli 1260
on account
of fall of
prices.

During this period investigations were started on account of continued fall in the prices of grain in the Nellore district in fasli 1260 as stated at the very outset. The fall was about 39 per cent below the commutation prices. The Government declared that if this continued it would certainly, though slowly impoverish the whole body of the cultivators. How the hardship worked can be seen putting the case as follows:—

For example, dry grains commuted at Rs. 30 per candy of estimated produce, show but an average value upon the three principal kinds noted in the prices

current. A ryot therefore, cultivating an extent of dry land, assessed, for instance, at Rs. 30 would, on selling the two candies of grain which that land was estimated to produce, realize but an average of Rs. 38 more or less, for it; leaving him, after payment of his Rs. 30 to circar, a balance of only Rs. 8, or something of about 25 per cent in lieu of what he was *supposed* to realize for all his labours.

“ The result of this is, that cultivation is as a rule, unwillingly pursued, unwillingly extended, and its ‘dittum’ amount even, in most cases artificially, I may say compulsorily, kept up, by the Tahsildars.” Report of the Collector of Nellore.

Contingencies of season and prevalence of epidemic among men or cattle, of course, will and frequently do, seriously combine and contribute towards the general suffering and poverty; but such contingencies, engender naturally, a double evil, where the ryot's actual condition renders him well nigh powerless in contending against them, “ I have above assumed that the land actually produces the amount of grain upon which commutation was assessed, but there is every reason to believe that in this estimate also loss frequently accrues to the ryot, and that much has been rated considerably above its present actual produce. I am unable to speak accurately, or point to instances on this head, as no field produce accounts appear to be kept in the cutcherry, and upon such rough estimate as might be procured from the village karnams formed merely for the settlement of their fees, no reliance could be placed.”

“ It would be difficult now therefore to deal with this point as regards positive establishment and consequently direct remedy, nor would such special provision appear to be necessary, should measures for general “ alleviation ” and “ amelioration ” of the ryots be adopted.”

“ To this end, I would suggest as the most natural as well as equitable means, a revision of the present existing rates of commutation.”

“ A reference of the actual average prices obtained during the last ten years for the three sorts of grain, which form the principal dry produce of the district, shows a collective average result of scarcely Rs. 20 per candy.”

“ The immediate result of the adoption of the above would doubtless be a considerable falling off in the land revenues; but, there would appear to be every prospect of such being recovered hereafter, with very probable augmentation, from the increased cultivation, which increased prosperity, and increased means, would enable, and doubtless induce, the ryots to undertake.” Such was the report made by the Collector.

It has been pointed out that as a result of the investigations into the economic crisis of 1852-53, the Government of Madras came to the decision, that, “ future revisions of the rates of land assessment should be guided less by any anxiety of meeting the loss of falling prices than by the broad and liberal policy of affording scope for future extension of cultivation and so widening the basis of taxation ”—and that the settlement officers took it as a direction of the policy of the Government. Consequently, revision by way of resettlement was always associated with a further enhancement of the rates of assessment. In the latest resettlement operations the proposed enhancement of the rates of assessment was limited to 18½ per cent, which did not take effect ultimately. Consequently, revision by way of re-enhancement has been under suspension for some years and during the last one or two years, remission has been granted to the ryots.

We shall now look into the resettlement of 1896 and see how the rules relating to commutation of rates had been applied to the resettlement operations of that year. In the resettlement of 1896, the question of enhancement of rates was considered. It was said that prices of all products had risen enormously since the first settlement of 1866 and that ryots made large profits, improved communications on all sides and for that reason the State could demand the full half-net produce of the land, and the rates of assessment could be easily raised on the basis of the half-net produce. Even in these existing assessments in the delta were calculated not on the basis of paddy, the staple crop raised on wet lands, but on those of dry grains which were seldom grown thereon, as had been done in the previous resettlement of 1866. Resettlement of 1896.

Next, it was pointed out on behalf of the Government that 30 years of the Godavari irrigation had changed the character of the soil very considerably and in varying degrees, since the original classification, and for that reason also the commutation rates could be enhanced. As against the suggestion for enhancing the rates Mr. V. A. Bodey, the then Collector of Godavari, wrote as follows :—

“ I agree with the Tahsildar of Ramachandrapuram, that taking the soil peruse, the irrigation of the land for the last 30 years has caused much more loss than

gain. Improvements in swamp and saline lands is in some places due to the expenditure of capital by the owners. In the matter of improved fertilization lands of the Godavari district were worse off than those of Tanjore."

Principles
enunciated in
the resettlement of
1896

The principles applied in 1896 in fixing the commutation rates for resettlement purposes were rather good. Forty-two years after the first resettlement the Estates Land Act came into force, and for the first time commutation rates were introduced in sections 40 and 41 of the Act. The rules laid down in sections 40 and 41 and 32 had not referred to the principles adopted in the resettlement of 1896 for fixing the commutation rates. When commutation rules were for the first time introduced in the Estates Land Act in 1908, the authors of the legislation ought to have borne in mind the weak points of the system which brought about its breakdown in 1852-53 and some of the just principles enunciated and attempted to be applied in the resettlement of 1896.

The fact
that date of
payment of
shist falls
out of the
selling season
works a
great hardship
on the
ryots.

It is not ordinarily noticed by the cultivator who pays and suffers or by others who represent him, how and to what extent he sustains a loss on account of the Government enforcing the payment of the shist on the date fixed by them. When instalments were fixed for payment of shist the cultivator is not taken into account. His capacity to pay on the date fixed is not taken into account. As the dates fixed do not fall within the proper selling season, the fact that he would be compelled to sell his goods to pay the Government shist at an earlier date and for cheaper prices is not taken into account by the Government or the landholder. For these reasons the first principle that was considered in fixing the commutation rates in the re-settlement operations of 1896 was as follows.—

- (1) The Government being a big agricultural creditor was in a position to force down the prices in months which were not the selling season, by compelling the ryots to sell their goods, to meet the Government demands. Therefore, what the tenant loses on this account should be taken into account in commuting the rates.

This is a very reasonable and just rule. This is what is happening all over the Presidency, both in the ryotwari lands or in the zamindari lands. It has been stated in the evidence recorded by us in this enquiry that the payment of the shist should be so altered as to bring them within the selling season, so as to enable the cultivator to sell his own produce and get the money into his hand, and pay out of that to the zamindar; and that because the dates had not been so adjusted they had been compelled to under-sell the produce to enable them to pay the shist due to the landholder.

- (2) The second principle was the exclusion of famine years in fixing the commutation rates. This is recognized in the Estates Land Act.
- (3) The third rule applied was in fixing the prices per garce (garce being equal to six putties), allowing 15 or 20 per cent for (1) merchant's profits and (2) for cost of carriage to market. On this calculation the Settlement Officer fixed the commutation rate at 19 rupees per puttie, as against this the ryots contended that it should be valued only at 16 or 17 rupees as the average of their actuals.

In fixing the rates and in measuring the produce, certain standards were adopted by the Settlement department. In 1896 re-settlement the ryots complained that the Re-settlement department calculated the puttie at 200 kunchams of 320 tolas, whereas the ordinary kuncham by which transactions in grain were effected weighed 360 tolas. It was also claimed by the ryots that in calculating the outturn, the exact kunchams, and not heaped-up kunchams, had been taken into account though as a rule sales were made by heaped-up kunchams. It is a matter of detail, but one of great consequence for the cultivator. Nothing of this is suggested in sections 40, 41 and 32 of the Estates Land Act which gave the special rules to be taken into consideration in fixing the commutation rates.

- (4) Fourthly, deductions for vicissitudes of seasons were also made in 1896 re-settlement—

- (i) One-tenth of an acre was considered as necessary for seed-bed. On this account a deduction of 5 per cent was allowed.
- (ii) Unprofitable areas like bunds, etc., were taken into account.
- (iii) Allowance was made for fallows also, as provided in the Settlement Manual, Chapter II, section 5.

- (iv) A lump allowance for unprofitable areas and vicissitudes of seasons was set apart from 15 to 20 per cent. So far as fallows were concerned Mr. Clarke charged these fallows with the corresponding dry assessment. These calculations were based on the yield of a really average year without giving allowance for vicissitudes of season.
- (v) Separate allowance was made for defective drainage, defective water supply and liability to submersion. The allowance on this account was fixed at 10 per cent by Mr. Clarke, and this was considered enough.
- (vi) Cultivation expenses were estimated for each acre of first class land at Rs. 19. The cost of lowering levels of fields was estimated at As. 10-3. The cost of food for cattle was to be at Rs. 1-12-9. No charge was made for extra. The cost of lowering levels was taken into account although it would not arise where the country was generally flat. Allowance was made for manure and agricultural implements also.

Such were the rules and principles adopted by the Settlement department in fixing commutation rates and it may be conceded that they made the technique of it almost perfect. In spite of the progress made on a scientific basis, the system of commutation rates had failed. The rules laid down in sections 40, 41 and 32, do not suggest application or even consideration of the principles enunciated above in fixing commutation rates. The legislators of 1908 ought to have taken good care to lay down the rules and principles upon which the commutation rates should be fixed. The direction given in section 40, clause 3 (a), was the one which had been adopted in fixing commutation rates before 1852 and failed. The rule laid down in clause (b) of sub-section 3 would not take even a court anywhere nearer the solution, when they are called upon to take into account the money rent payable by the ryots for land of a similar description and with similar advantages in the same village or neighbouring villages or in villages of neighbouring taluks. Again, the rule in clause (c) relating to improvement effected by the landholder or the ryot is not a factor that influences the rise or fall in prices, although it might be one, if permitted, that will make the land yield a little more. When the yield is more on account of expansion of cultivation all round, that will induce fall in prices and not rises.

Now turning to section 32, upon which clause (c) of sub-section 3 of section 40 was made dependent, the presiding officer is called upon to take into consideration the increase in the productive powers of the land caused by the improvement. The cost of the improvement and the proportion in which the landholder and the ryot would bear, and also the probable cost of maintenance of the improvement, the cost of the preparation and cultivation for using the improvement, and lastly the existing rent and capacity of the land to bear a higher rent.

We have thus examined all the provisions of the sections which lay down the rules for ascertaining the commutation rates under the Estates Land Act. Not one of them will enable the court to consider the principles which the Settlement department laid down for application in fixing the commutation rates. It was not proper that such rules should have been enacted in the Estates Land Act, without even basing them upon the principles adopted by the Government in revising the rates of the ryotwari lands. When ultimately even the perfected system applied to the ryotwari areas broke down so often, what was the justification for introducing the price-levels and commutation rates into the Estates Land Act, for the first time? That was done in spite of the dissenting minute of a distinguished person like Sir P. S. Sivaswami Ayyar. It was a very short-sighted step that embarrassed the position of the cultivator and confused the issues altogether. It has already been pointed out that, within 20 years from the date of the Estates Land Act the rules relating to price-levels and commutation rates had broken down finally in 1930, on account of the fall in prices that started in 1929 and 1930. It must be noted in this connexion that the economic depression of this country and the rest of the world, on account of the fall in prices and the consequent failure of the commutation rates, has been mainly due to the application of artificial methods of inflation and deflation periodically, until at last the monetary system of the world and also this country which had been so carefully built up by the British Government, has broken down. It is admitted in the preamble of the Reserve Bank of India Act, 1934, that the monetary system of the world was disorganized and that they were not able to find a permanent suitable basis for the India Monetary System. We have laboured on this point from every aspect with a view to impress upon the Legislature not to pin their faith to the price-levels and commutation rates and to the currency and exchange policy of the British Government, in their endeavour to develop their country and protect the cultivator and the industry of agriculture. They must strike a new method of their own,

Authors of the Estates Land Act of 1908 did not consider these principles laid down at the time of the Resettlement of 1896.

Price-levels and commutation rates were for the time introduced in Estates Land Act in Zamindari areas quite unjustified.

so long as they have no power to compel the British Government to abandon their exchange policy, if they wish to put this country on a level with others.

Conclusion.

Estates Land Act I of 1908 also is processual law. On a close scrutiny of the provisions of the Act, and the decided cases we are of opinion that the cultivators' right to enjoy the land subject to the payment of rent fixed permanently at the time of the permanent settlement, continued to remain the same without any change, up to date. The fact that the rate of rent was fixed both on the cultivated and on uncultivated lands permanently, was admitted by the Hon'ble Mr. G. S. Forbes, the promotor of the Estates Land Bill of 1908. The enhancements provided for in sections 30-35 and in sections 40 and 41 through commutation, were intended to be levied only as against the cultivators of old waste ryoti land, and not on the cultivators of the ryotwari land. That no enhancement of rent was intended against lands of which, rates of rent had been fixed permanently at permanent settlement is clear from the proviso to clause (1) of section 30, clause (e) of section 165, and from section 50 before it was amended in 1934.

On a consideration of the oral and documentary evidence and the provisions of the Estates Land Act, and the decisions of law-courts, on the question of landholder right to enhance the rate of rent, we are of opinion that the cultivators right to the soil has been maintained intact, and the right of the landholder to levy enhanced rates is negatived. The decisions that put a wrong construction on the sections relating to enhancement of rents are wrong, and the enhancement on account of a rise in prices, etc., is diametrically opposed to the proviso to clause (1) of section 30 and such enhancements are not binding on the cultivator. We are also of opinion that the varying rates of rent on cropwar basis, on the nature and quantity of the yield have been levied contrary to the provisions of the permanent settlement and they are also not binding on the cultivators.

CHAPTER VIII

ESTATES LAND ACT I OF 1908—*cont.*

(i) CHAPTER IV—PATTAS AND MUCHILIKAS.

Under the head of Patta Regulation we have discussed at length the meaning of the word 'patta' and the significance of its being made compulsorily exchangeable with muchilika. We pointed out that the patta, which the landholder is compelled to issue in favour of the cultivator is the same as the Sannad-i-Milikiat-Istimrar, which the Government is compelled to issue in favour of the landholder. The patta was intended under the Patta Regulation to be a document of title, acknowledging the occupancy right of the cultivator and declaring that the 'shist' mentioned therein was fixed for ever, without being liable to be altered under any circumstances. In other words, in the words of Sir John Shore and Lord Cornwallis, fixity of tenure and fixity of rent in perpetuity were guaranteed to the cultivator, in the same manner in which the unalterable character of the peshkash was declared in favour of the landholder under the Regulations of 1802. Before the Estates Land Act I of 1908 was passed, the Hon'ble Mr. Forbes who was to pilot the Bill, reviewed the whole law as well as facts from 1802 until 1908 and declared that both the tenure and the rent had been fixed for ever, and they were unalterable. If the Estates Land Bill had been a simple one, confined to the regulation of disputes between the landholders and their tenants, the Bill as well as the Act would have been a very simple measure, similar to that of the Permanent Settlement Regulation XXV and the Patta Regulation XXX of 1802. But by some mistake, the Act was made applicable not only to the cultivator whose rights had been secured permanently at the time of the permanent settlement, but also to those cultivators who became the tillers of the soil called 'old-waste.' Old-waste, was a ryoti land according to the definition given in the Act, which did not carry with it occupancy right and fixed rent, but it was a kind of land in which the landholder's ownership of the soil was recognised, though not to the extent of private land. With regard to old-waste ryoti land, the right of the landholder to enhance the rents and to eject the tenants was recognized, whereas in case of ryoti land no such thing existed. When two such irreconcilable classes were brought within the scope of the Estates Land Act, the difficulty of the Legislature was considerably enhanced in framing sections so as to make them applicable to both classes. The same mistake was made in the Rent Recovery Act, in which two irreconcilable classes of landholders were brought together under section 1 of the Act. All the confusion that followed these two enactments was due mostly to the mistake made in clubbing together irreconcilable elements under one group. In enacting Chapter IV entitled Pattas and Muchilikas, section 50 was originally framed and adopted as law in the Act I of 1908, making it applicable to both classes of cultivators. Section 50, clause (i), as originally passed, was as follows:—

"The provision of this chapter shall apply to all ryots with a permanent right of occupancy and also so far as may be to ryots holding old waste under a landholder otherwise than under a lease in writing."

This remained as good law from 1908 until 1934, when by the Amending Act VIII of 1934, the words "with a permanent right of occupancy and also so far as may be to ryots holding old waste under a landholder otherwise than under a lease in writing," were omitted. Then there remained only the words, "the provisions of this chapter shall apply to all ryots."

We have already pointed out that when the above words were omitted, all the consequential changes ought to have been made by omitting the sections relating to enhancement and commutation of rents, under sections 30-35, 40 and 41; and all the sections relating to the settlement of rents under Chapter XI—Survey, Record of Rights and Settlement of Rents, and all other provisions which were intended by the legislatures to apply exclusively to old-waste. That was not done. Now, Chapter IV which deals with pattas and muchilikas has got only nine sections.

The dockets of the sections show that—

- (1) They relate to persons to whom the chapter applied.
- (2) The right of the ryot and the landholder to obtain pattas and muchilikas.

- (3) Particulars of pattas.
- (4) Period for which pattas and muchilikas might enure.
- (5) Tender of patta.
- (6) The right to sue to obtain patta, and registration of pattas.

With a view that pattas may not misinterpreted as was done before, a permanent patta is recommended.

There was a similar provision in the Rent Recovery Act and Regulations XXV and XXX of 1802 also. Trouble started to the cultivators when some courts put wrong construction upon these Regulations and denied their rights for some time. The moment such encroachment upon the rights of the cultivators was taken to the notice of the Government, the Government and other officers took every care to protect the rights of the cultivators. By mixing up two classes of cultivators, who were diametrically opposed to each other in the matter of rights and privileges, a good deal of confusion was created in the provisions framed for regulation of the exchange of pattas and muchilikas between the landholders and the cultivators.

We would therefore suggest that having regard to the persistent efforts made to misdirect the provisions of the Act, during the last 138 years, that all the cumbersome procedure prescribed for the exchange of pattas and muchilikas should be done away with and permanent pattas declaring the rights of the cultivators both in regard to fixity of rent and fixity of tenure might be issued once for all, in the same manner in which sanads have been issued to the landholders by the Government. The difficulty that was experienced at the time of the permanent settlement, in making provision for cultivated lands and uncultivated lands does not exist now generally. Much of the land had been brought under cultivation. One declaration can be made with regard to the whole of that land in unequivocal terms. If details are considered necessary, the provisions of Patta Regulation XXX and Regulation XXVIII of 1802 with such modifications as had been made under Regulations IV and V of 1822, and such other modifications as might be considered necessary now, might be adopted under the new legislation that will be undertaken by the Legislatures. All the provisions of Chapter IV must be repealed and new provisions enacted.

(ii) CHAPTER VI—DISTRAINT AND SALE OF PROPERTY.

Distrain and sale of property.

This is a big Chapter in which we have 56 sections, dealing with the remedies provided for the landholder to recover the shist due to him either by suit or by distraint and sale of movable property or of the holding. Every possible detail has been provided for with the hope of preventing hardship both for the landholder and the ryot. But after thirty years of working of the Act, both have come forward to inform the Committee that the Act did not in any way remove their troubles. The landholder complained that the powers given to him to collect the rent are not sufficient and that all the powers which the Government has taken to collect their revenue under the Revenue Recovery Act should be given to them. On the other hand, on behalf of the ryots it has been stated that great trouble has been caused to them on account of distraint powers given to the landholder. They demanded that special provision should be made for the collection of the rent from them without leaving them to the tender mercies of the landholder and his servants who observe no rules in the matter of carrying on the distraint proceedings or even sale.

When once patta is made a permanent one a different procedure should be enacted for the recovery of rent.

We have to examine the provisions of Chapter 6 having special regard to the decision we have arrived at about the rent itself. When it is held that the rate of rent had been fixed for ever at the time of the permanent settlement on all cultivated lands and also that the rate of rent that could be claimed by the landholder on all waste land that was brought under cultivation after the permanent settlement should not exceed the rate fixed at the time of the permanent settlement on cultivated lands, the rent or shist payable by the cultivator to the landholder will be on the same footing with peshkash. Just as the Sannad is issued for a permanently settled estate for ever, the patta also will have to be issued once for all making some other provision for the lands that might be brought under cultivation hereafter. On that basis all the provisions of Chapter 6 of the Estates Land Act relating to the conditions imposed for recovery of arrears by distraint of movable properties or sale of holding will become unnecessary. The first condition imposed was the exchange of pattas and muchilkas. Under section 77 (a) of the Act it is provided that no proceeding for the recovery of rent by distraint and sale of movable property or by sale of holding is maintainable unless there was the exchange of patta and muchilikas. If the patta is given by the landholder once for all as recommended by us all the provisions relating to exchange of pattas and muchilikas year after year or periodically become useless. When the patta becomes a permanent one like the Sanad, a different procedure should be laid down for the recovery of the amount. When once the amount is made certain and unalterable it comes within the reach of the cultivator who will feel

the confidence to make the land yield more so as to leave him sufficient margin for payment of a rent without putting the landholder to the necessity of taking coercive measures against him for the recovery of rent as was the case until now. No wise husbandman would allow his rent to fall into arrears even after it is made certain and moderate as contemplated by Regulations XXV and XXX of 1802.

We have discussed already the causes of the trouble that arose notwithstanding the fixity of tenure and the fixity of rent made for ever at the time of the permanent settlement. We pointed out in that connection that if once patta had been fixed, along with the Sannad given to the landholder, to be given to the cultivator in exchange for a muchilika there would have been no trouble and even if there should be any trouble it would be like the one which the zamindar whose peshkash had been permanently fixed has been able to give to the Government. No dispute worth the name however arose between the Government and the landholder with regard to the quantum of peshkash or liability to pay it. In cases in which the landholder disables himself to pay the peshkash to the Government, provisions were made for the Government proceeding against the landholder for recovering the peshkash. Similarly provisions might be enacted in favour of the landholder for recovering the shist permanently fixed from the cultivators. That is what ought to have been done at the time of the permanent settlement itself. What was called rent under the Patta Regulation XXX of 1802 was not really rent which the cultivator was liable to pay to the landholder as a tenant. It was part of the total revenue assessment made by the Government on his land. Generally speaking half of the produce was set apart for the total jumma or land revenue payable to the Government. Out of that half the zamindar was called upon to remit two-thirds to the Government and appropriate the balance one-third to himself for his services as a collection agent. Thus, revenue was divided into two parts, one part going to the Exchequer of the Government and the other part going to the collection agent. It was wrong to have called the second part a rent and the cultivator a tenant. Authorities have been already quoted in support of the proposition that what the cultivator has been paying to the zamindar even towards his own one-third was not rent but only part of the public revenue. Apart from those authorities, we could refer to the Preamble of Regulation XXVIII of 1802. Under this Regulation the landholders and farmers of land were empowered to distrain and sell the personal property of underfarmers and ryots and in some cases the personal property of their sureties for arrears of rent or revenue. Clause 1 of the Regulation runs as follows:—

“It being necessary to the punctual collection of the public revenue that landholders and farmers of land should have the means of compelling payment from defaulters without being obliged to have recourse to the courts of judicature and incurring the expense and delay necessarily attending the law process for the recovery of arrears of rent or revenue; and it being at the same time expedient, that underfarmers and ryots should be protected from the oppressive exercise of such power, the Governor in Council has for that purpose passed the following Rules.”

“Rent” as mentioned in patta regulation is only a part of public revenue assessment.

Thus we find in this Regulation, in the preamble quoted above that rent was treated as part of public revenue and not rent which a lessee would be paying to a lessor, or rent in the English sense paid to a landlord of England.

When once power of distraint and sale was given to the landholder, he was free to do whatever he liked in the exercise of that power. Soon after the Regulation XXVIII of 1802 was passed with powers given to the landholder to recover his rent by distraint and sale, the cultivator complained of oppression. The Government also noticed that the complaint of the cultivator was genuine. What was the oppression complained of then? The complaint of the cultivator was that under Regulation XXVIII of 1802, he was asked to go to civil court to obtain redress, in cases where the measures taken by the landholder were oppressive. No provision was made in Regulation XXVIII of 1802 to enable the cultivator to obtain redress from the Collector by a summary proceeding. The Madras Government and the Government of India reviewed the whole situation and passed Regulations IV and V of 1822 modifying section 37 of Regulation XXVIII of 1802, by taking away the jurisdiction given to the zillah court, by regular suit for damages for oppression and vesting it in the Collector empowering him to dispose of summarily without putting the parties to too much expense or inconvenience. But it so happens now that under the Estates Land Act, the same power of distraint and sale were given into the hands of the landholder and the cultivators have been complaining before our Committee that the powers given to the landholder by distraint and sale must be modified. The landholder, on the other hand, says, as pointed out above, that he is in the position of the Government and that he should be given all the powers which the Government has

taken under the Revenue Recovery Act of 1865. When the rent is put on the same basis with peshkash, we are of opinion that it is only reasonable that the landholder should be given the same powers which the Government exercise for the recovery of the peshkash from the landholder. The shist, which the landholder receives for his own use being part of the public revenue, it is only just that all the powers which the Government has to-day as against its ryots should be given to the landholder.

Provisions of Chapter VI should undergo a thorough revision in the light of the finding that rent was permanently fixed in 1802.

The provisions of Chapter VI should undergo a thorough revision in the light of the finding that the rent is made permanent and moderate as prescribed by Regulations XXV and XXX of 1802. Under the Estates Land Act a first charge was created in favour of the landholder on the crops and also the holding. That may hold good. The shist that is paid by the cultivator to the landholder being part of the revenue, its distraint proceedings and sale proceedings might be carried on through the Revenue Officers of the Government in the same manner in which they are carried on for collecting the peshkash due to the Government from the landholder and also the revenue due to the Government from the ryotwari ryot. There should be no imprisonment of the cultivator even through the civil courts. The crops and the yield should be primarily responsible for the payment of the shist, whether it goes towards peshkash or the shist which the landholder takes for himself. Almost all the provisions of Chapter VI will have to be repealed and new provisions enacted for the purpose of recovering rents.

(iii) CHAPTER VIII—IRRIGATION WORKS—REPAIRS.

Questions 4 and 8 of the questionnaire relate to water-supply, irrigation sources and repairs. Question 4 runs as follows:—

4. (a) Are the rights of the tenants to water-supply inherent as being appurtenant to the land or are they a matter of contract between them and the landholder?

(b) Has the landholder a superior right in the water sources in the estate and if so, what is the nature and extent of that right?

Question 8 runs as follows:—

8. (a) What according to you are the principles to guide the parties or courts to arrive at a suitable scheme for the purpose of maintaining irrigation sources and works?

(b) Do you think that any rights should be vested in the Provincial Government to undertake the repair or maintenance of irrigation works where the landholders fail to take necessary and proper steps?

(c) Do you think that such powers should be vested in the Government to be applied *suo moto* or on application by parties?

Water-supply, irrigation works and repairs.

The right to water-supply is an inherent right of the cultivator.

Clause (a) of question 4 raises the important issue whether the cultivators have any inherent right to water-supply as being appurtenant to the land or whether it is a matter of contract between the cultivator and the landholder. This part of the question depends on the face of it on the ownership of the soil, to a great extent, and it has been pointed out already, that the zamindar has been only a rent-farmer without owning any right to the soil. Apart from general right to the soil, there has been an immemorial duty cast upon the Government and through them on the zamindars to maintain public irrigation and water-supply sources for the benefit of the people. It has already been pointed out how the Government of Madras and the Board of Revenue publicly declared that the land revenue which they collect from the cultivators was only for carrying on the administration, so as to maintain law and order and carry out all works of public utility. This is an obligation cast on the ruler from time immemorial. The Hindu kings fulfilled this obligation to the satisfaction of the people. The Muhammadan rulers maintained the traditions of the kingship, by faithfully executing all the duties devolved upon them, in this most important matter. Land by itself cannot give food to the cultivator nor revenue to the king. It is only when there is rain, and all the facilities are given by the Government for maintaining old works of irrigation and opening new ones, for developing the industry of agriculture, that the people will be in a position to pay their dues.

In the evidence recorded by our Committee we find the assertion made on behalf of the cultivators that most of the tanks and other irrigation sources in several zamindaris have been in very bad repairs. Some of them had become practically useless for irrigation work. It is also said that, whether there was proper water-supply or not, and the irrigation sources in good repairs or not, the tenants have been compelled to pay their dues. It is also admitted in evidence given on behalf of some of the zamindars, that whether the lands yielded or not, or whether the crops were washed away by floods, the cultivator

was bound to pay the amount due from him, and that he was not entitled to ask for remission as of right. If remission was ever granted under such circumstances it is alleged that it was only an act of mercy.

✓ It is therefore necessary to decide whether the zamindar is bound or not to execute all irrigation repairs and other works of irrigation which had been maintained from time immemorial. In the case of *MADRAS RAILWAY COMPANY v. ZAMINDAR OF KARVETNAGAR*, reported in 1, I.A., 364, the matter went up to the Privy Council and their Lordships held—

“ The tanks are ancient and form part of what may be termed a national system of irrigation, recognized by Hindu and Muhammadan Laws, by regulations of the East India Company, and by experience older than history as essential to the welfare and indeed to the existence of the large portion of the population of India. The public duty of maintaining existing tanks and of constructing new ones in many places was originally undertaken by the Government of India and upon the settlement of the country has in many places devolved on zamindars of whom the defendant is one. The zamindars have no power to do away with these tanks, in the maintenance of which large numbers of people are interested, *but are charged, under Indian Law, by reason of their tenure, with the duty of preserving and repairing them.*”

I.A., 364
zamindars.
are bound
to maintain
the irrigation
works by
reason of
their tenure.

Every material aspect of this question has been considered and decided by the Privy Council. The fact that the tanks and other ancient sources of irrigation form a part of a national system of irrigation and the duty of maintaining such tanks in good condition—not only the duty of maintaining the old tanks but also the duty of constructing new ones is upon the Government or their representatives, the zamindars has been declared by the highest of judicial tribunals in the abovenamed case. These duties were originally undertaken by the King or the Government itself. And when the Government transferred their melvaram right to the zamindars this obligation was also transferred along with the right to receive the melvaram. This was the case not only in the zamindari areas but also in the ryotwari tracts. The question relating to the duty of the Government in ryotwari tracts was considered and decided in the case reported in 34 Mad., 352, *SECRETARY OF STATE v. MUTHUVEERAMMA*; and in another case reported in 24 Mad., 529, *AMBALAVANA v. SECRETARY OF STATE*. Thus we find that this sacred obligation of maintaining the water sources in the best condition has been judicially upheld both in the zamindari and ryotwari areas. The same has been recognized statutorily also. ✓

There was no provision made in the Rent Recovery Act on this matter. For the first time rules relating to water sources and their repairs had been laid down in sections 135 to 142 of the Estates Land Act as originally passed. Later, in the amending Act No. VIII of 1934, Chapters 7 and 8 dealt with the procedure, in place of the original Chapter 7. In view of the proceedings recorded before the Committee it is necessary to examine the provisions of the Estates Land Act with a view to ascertain whether they have failed to give the required relief to the cultivators and if so for what reasons. These provisions of the Estates Land Act have not laid down any substantive rights for the first time in favour of the cultivators or the zamindars. They proceeded on the basis that the duty of carrying on the repairs was on the zamindar and prescribed the procedure for enforcing the old obligations. This is consistent with the established usage and also the declaration of the rights and liabilities of the parties by the judicial tribunals.

Provision for
safeguard-
ing this
right of the
cultivator
was for the
first time
made in
Estates Land
Act of 1908.

Section 138 dealt with the question of making the application and the enquiry thereon, for the repair of irrigation works. This corresponds to section 135 of the original Estates Land Act, with certain new clauses. Section 139 deals with the enquiry and order on such applications. The old sections 136, 137, 139 and 140 are merged into this. The liability of Dasabandam inams, which formed part of the old section 138 is made into a separate section 140. Section 142 has dealt with irrigation works that serve partly an estate and partly Government lands. Section 143 has dealt with irrigation works that serve more than one estate. Section 136-B, 136-C and 136-D which deal with enquiry on application has taken the place of the old section 136. Section 136-A, 136-B, deal with ayacuts, major and minor irrigation works. Section 137-A provides for determination of ayacut and also extend the same. Section 137-C and 137-D deal with re-classification of irrigated or garden land as unirrigated and determination of the rate of rent on re-classification of lands. Section 144 puts a ban on the jurisdiction of Civil Courts. Such is the elaborate scheme provided in chapter 8; while, chapter 7 which contains sections 135 and 136 have prohibited excess payments in addition to rent, and the procedure to recover the same. This rule against excess collections corresponds to sections 7 and 9 of Regulation XXX of 1802. Very stringent rules were laid down prescribing penalty for excess collections in Regulation XXX of 1802 because it was part of the pre-settlement arrangement that the rents had been fixed permanently then, and that there should be no enhancement whatever under any name or pretence.

The sections in Regulation XXX of 1802 that correspond with sections 135 and 136 of the Estates Land Act are as follows :—

VII. " Proprietors or farmers of land shall not levy any new assessment or tax on the ryots under any name or pretence; exactions other than those consolidated in the pattah or otherwise authorized by the Government, shall, upon proof, subject the proprietor or farmer to a penalty equal to three times the amount of each exaction."

XI. " Discharges of rent in money or in kind received by proprietors or farmers of land, over and above the amount or quantity which may have been specified in the muchilika of the persons paying the same, shall be considered to have been extorted; and discharges so taken by extortion shall be repaid, together with a penalty of double the amount of the value, with costs."

Provisions
in the Act as
to who can
apply for
the relief has
unneces-
sarily com-
plicated the
matters.

The sections 7 and 9 which dealt with the enhancement of rent should have been embodied in the Estates Land Act, as had been done in the Rent Recovery Bill of 1863. If those sections and other provisions enacted to regulate collections of such excess rents had been embodied in the Estates Land Act, in place of sections 30-35 and 40, 41 and other connected sections the troubles of the ryots as well as the zamindars would have been set at rest 30 years back. But that was not done, because, even after prohibiting excess payments the promoters of the Estates Land Bill lapsed into the same error into which the Second Select Committee of the Rent Recovery Bill had been drawn, when they introduced a second class of landholders in section I and clauses 1-4 in section 11 of the Rent Recovery Act instead of adopting the Bill of 1863 as a whole. The very cumbersome and complicated procedure prescribed in chapter 8 of the Estates Land Act for getting relief whether to the ryot or to the zamindar, instead of simplifying the procedure and making it less costly, all the details prescribed prevented the ryot as well as the landholder from getting any relief from the authorities concerned in time. Section 135 of the Estates Land Act as originally passed, laid down the rules to define which ryot or class of ryots in a zamindari area could make the application to the Collector for getting repairs done to the irrigation works. The rules are that the ryot or the ryots must be paying not less than one-fourth of the rent of the ayacut or must be holding an area of not less than one-fourth of the extent of the ayacut. This is not the way in which relief could be placed within the reach of the poor cultivators. Rich men owning one-fourth of the total ayacut or paying one-fourth of the total rent of the ayacut would necessarily be powerful men able to shift for themselves without seeking for any redress from the Collectors. It is only the poor men who will have no means to go to courts, that require relief. Instead of making provision for such people, by the introduction of such useful clauses the procedure was made prohibitory and oppressive. Having realized that these two clauses (a) and (b) of section 138 became utterly useless, clause (c) was added by the amending act. The right to make applications is extended by clause (c) to those who are able to deposit Rs. 200 in the case of a major irrigation work and Rs. 100 in the case of a minor irrigation work. This also has failed because the poor ryots cannot find such big amounts, to start an irrigation suit the ultimate result of which nobody could judge beforehand. As a rule litigation in courts has been the ruin of the cultivators. Lord Cornwallis, sometime after the establishment of the British Courts, looked into the statistics of the institutions and the disposals; when he found that litigation increased and the rate of disposal decreased. He held that it was ruinous to the poor people of the country. He was of opinion that the litigation should not be expensive, that the cultivator should be enabled to reach a court and get relief without even finding money for stamp duty. Such were the principles and motives of the great men of those days. With the advancement of civilization and concentration of all wealth in cities, cost of litigation has been added to year after year, so much so, that the cultivator has not been able to find a deposit of Rs. 100 for minor irrigation works or Rs. 200 for major irrigation works. In our opinion, all these three clauses (a), (b) and (c) of section 138 of the Estates Land Act must be repealed. An explanation has been added to section 138 which we do not find in the section 135 of the original Estates Land Act. That explanation lays down the wholesome rule that repairs shall not include petty works such as yearly clearance of silt in supply and distribution channels or minor repairs which the ryots are, by law or custom, bound to carry out. This is a good rule, and the cultivators ought to have kept them in view and never have deviated from the responsibilities cast upon them for carrying out all the minor works with their own hand labour. But unfortunately for them, under the system of rules and regulations thrust upon them and the flagrant violation of the acknowledged rights, they have lost the habit of helping themselves. If by the law enacted either in 1908 by way of the Estates Land Act or in 1865 by way of the Rent Recovery Act of Madras, their rights have not been disturbed and they had not been subjected to periodical enhancements of rent and interference of their other rights, they would not have forgotten their duty of carrying out minor repairs themselves. The Kudimaramat Act had failed and even the contribution system did not

induce them to do their part of work. They take no abiding interest in their own business because of the indebtedness on one side and the burden of taxation on the other. Moreover, the procedure prescribed must be short and the relief must be given without losing any time. The relief required in the matter of water-supply and irrigation works cannot be postponed for a long period. The rains are ever expected in the proper seasons and the irrigation sources must be in order before the seasons begin every year. What is the good of prescribing a procedure, which will not enable the cultivators to get immediate relief? To know the unreasonableness of the procedure prescribed, we may just look into section 139. If the Officer is satisfied, after taking evidence, that the irrigation work is in very bad repair and the irrigation of lands has been interrupted, and that the dis-repair is not due to the unlawful acts of the cultivators or to their omission to carry on their minor repairs, then it is said that the enquiring officer may pass an order specifying the works to be restored and also giving an estimate of the costs of the same. After doing this, he will give a direction to the landholder to execute that work within a given time, which he may extend from time to time on the application of the landholder. What is to be done next? If the landholder refuses to execute the work, he should then be called upon to deposit the amount of the estimated cost within a given time. Then if he fails to deposit the amount what is the next step provided? The officer must take steps to recover the amount from the landholder as if it were an arrear of land revenue. It is after all these steps are taken that the officer will begin to execute the repairs to the irrigation works.

The relief provided by the Act is unreasonably slow and dilatory.

Such is the relief afforded to the cultivators under the said sections of the Estates Land Act. And such is the manner in which the Government have undertaken to help the cultivator in this very important and vital matter. Instead of providing such dilatory procedure, if the legislature had substituted a simple procedure to call upon the zamindar or landholder to execute the work immediately and if he failed to do it within a given time, the Government itself undertook to carry out the work and then collected the amount spent by them as part of their revenue, immediate relief would have been within the reach of the cultivators. The cost of the stamp duty and other expenses for such reliefs in the revenue courts that had reached the level of the cost of the Civil Courts to-day, must be reduced and relief must be afforded to them on a nominal cost of an 8 annas-stamp, as was done in the early days of the British administration.

Costs for stamp duty for other expenses even in revenue courts have reached a prohibitive level.

The liability of the Dasabandam inamdar may continue, but the procedure to compel him to execute the irrigation works expeditiously, must be on the lines suggested above. Section 141 which provides for reduction of rent pending completion of the work may be retained. Again, similar provisions for immediate relief with minimum cost must be provided, for cases where the irrigation works serve partly a private estate and partly Government lands; and also where they serve more than one estate. In the first case the Government may give a short notice to the zamindar and proceed to execute the work, without losing any time and collect the zamindar's share of the cost as part of the land revenue. The rules in sections 137-C and 137-D that have provided for reclassification of lands as irrigated and unirrigated, wet or garden, and for determination of the rate of rent on reclassified lands, are calculated to afford opportunities for landholders to claim enhanced rents, and to ryots to claim reduced rents. We have pointed out in the foregoing chapters already that the rents fixed on the cultivated lands at the time of the Permanent Settlement *were fixed rents*, along with the peshkash and the rents that could be fixed upon waste lands that had been brought under cultivation after 1802 could not be assessed more than the maximum rate fixed on cultivated lands at the time of the Permanent Settlement in 1802. It is that principle that has to be kept in view whenever there is a proposal to change the law. If these two sections 137-C and 137-D continue to be law, there is scope for controversy and claims for enhancements and reductions of rent. Sections 137-C and 137-D must be repealed or amended in such a form that there will be no scope for enhancements of rent or reduction of rent, contrary to the established usage and principle of 1802. Sections 136-A, 136-B, 137 and 137-A are introduced because a new clause was added to section 138 fixing the deposit amount of Rs. 200 for major irrigation and Rs. 100 for minor irrigation works. We have already pointed out that the provisions for deposits also must go. ✓

Provisions giving relief expeditiously must be enacted.

In conclusion we suggest, that chapter 8 must be deleted altogether and new provisions should be drafted so as to afford quick relief to the cultivators as well as to the zamindars with minimum cost.

The Landholders' Association in answering Questions 4 and 8 regarding irrigation works admits, that the procedure prescribed, at least in one respect, was cumbersome and that it should be abolished, viz., reduction of rents pending the disposal of the disputes. As regards the rights and obligations of landholders and ryots in regard to the maintenance of irrigation works, the Landholders' Association contends, that they are not fully defined in chapter 8 of the Estates Land Act. While stating so, they

If the respective rights and responsibilities of ryots and zamindars are clearly defined, there would not be any difficulty in either party not carrying out their responsibilities.

admit that it is the landholders' duty to maintain the irrigation works and keep them in proper repair. They also aver that the minor works must be done by the ryots themselves. The Landholders' Association demands that machinery must be devised for compelling the cultivators to carry out the minor repairs, and they ask for more powers to compel the cultivators to carry out such works. If the respective rights of the landholders and the cultivators are properly assessed and the duties also are properly prescribed there will be no difficulty in either party carrying out its responsibilities. Neither the cultivators nor the landholders can forego their own income by not carrying out their part of the work. The landholders further urge that the right of control over the distribution of water in the irrigation works has vested in them, and they should be statutorily declared. The right to control and distribute water even in zamindari areas is reserved to the Government itself. On behalf of the tenants there is a demand made before this Committee that the Government should take up the regulation and maintenance of irrigation works and also the control and distribution of water. The question relating to the control and distribution of water is very important. If the right to the bed of the river is in the cultivator and not in the landholder he will be entitled to regulate the control and distribution of water. In early days, when the village system was in force, the right to control and distribute water was in the villagers. Even after the villages had been split up into ryotwari bits, that right continued in the villagers and it was exercised through the village panchayats. Even after the British rule was established and the British officers and Collectors were appointed, this right to control and distribute water was left to the village panchayats. Even to-day there is Regulation II of 1803 (Collector's Regulation) still in force, which provides that disputes relating to distribution of water and boundary limits should in the first instance be referred to the village panchayats. The village panchayats of to-day are, no doubt, institutions without life. They should be abolished and in their place a new panchayat system must be established, giving powers and responsibilities to the villagers themselves to regulate the distribution of water and settle all other matters amongst themselves. Until such a new village system is established, the right to control and distribute water should vest in the Government itself. The Landholders' Association contends that no more powers need be given to the Provincial Government in the matter of repairs or maintenance of irrigation works, because, what is provided in section 139 of the Estates Land Act is enough. Section 139 has already been dealt with. The Landholders' Association further urge that there is no need for vesting more powers in the Government as contemplated by question 8, clause (c). But the evidence is the other way.

Right of the cultivators to water-supply is inherent one—Denial by the Landholders' Association.

We have to examine next the point raised by the Landholders' Association in their reply to question 4, clauses (a) and (b). They say that it is not easy to answer whether the rights of the cultivators to water-supply are inherent as appurtenant to the land or merely a matter of contract between the landholder and themselves. Then they urge that it is purely an academic issue. In support of their contention they say that even in ryotwari areas this question has not been finally answered. They have referred to the cases reported in 34 Mad., 793, 1 Mad., 205, and 28 Mad., 72. It is admitted by them that in the Government area the duty of providing water to the extent of the accustomed supply is on the Government and the powers of the Government for regulating the same are unlimited. Therefore they contend that the position of the zamindars within the zamindari areas is the same as that of the Government in ryotwari areas. This contention cannot be sustained because the tenures in the zamindari areas and the Government areas are entirely different. In the zamindari areas the assessment on cultivated land was fixed for ever in 1802. Similarly on uncultivated lands also, subject to the right given to the zamindar to accept rents lesser than the maximum rates fixed at the time of the Permanent Settlement. The Landholders' Association themselves have quoted the case of the ZAMINDAR OF KARVETNAGAR, and the particular passage quoted above, with regard to the responsibilities and the duties of maintaining the national system of irrigation as it had existed on that date and also constructing new ones as was originally undertaken by the Government of India, and subsequently devolved on the zamindars, when the melvaram right was assigned to them under sanads. On page 15 of the written memorandum, the Landholders' Association admits in paragraph 2 that the zamindar is bound to supply water to the ryot, to the extent of his accustomed requirements but it asserts the zamindar's right to regulate the supply and distribution of the water from the tanks and other sources of irrigation in his estate, without interfering with the accustomed supply of the water-rights, but this is denied by the cultivators. The zamindars also assert that in the matter of riparian rights in rivers and streams that flow by the lands of the ryots in their estate it must be regulated by zamindar himself; because that is so in the Government lands. In the alternative it is contended that even if the cultivators' riparian rights in the rivers and streams is admitted, and it may not be open to the zamindar

to prevent the ryot from using the water of the stream that flows by his land, he says zamindar that is still entitled to tax the cultivator and levy such assessment as he thinks proper for such user. The position is further explained by the Landholders' Association by way of analogy that just as the ryot in Government land uses land for the purpose of agriculture and pays rent on it to the landholder, the ryot might have a right of user in the water of the stream that flows by his land but he is bound to pay to the zamindar a proper rent or water charge in respect of such user. Certainly the analogy does not apply to zamindari areas, where the rights of the cultivators have been permanently fixed in the matter of enhancements of rent. Where rents were permanently fixed both on the cultivated lands and on uncultivated lands at the time of the Permanent Settlement, all matters relating to the irrigation sources and water-supply and productive value, were taken into account before the amount was fixed permanently. Thus the right having vested in the cultivator himself and the rent having been fixed permanently no question of claiming a rent or assessment can arise.

The decision of the Privy Council reported in I.L.R., 40 Madras, page 886, is relied on by the Landholders. I.L.R. 40, page 886.

In this case, the zamindar contended that the Vamsadhara river and the four channels which were conducting water for irrigation, did not belong to the Government, and the channels were not constructed by them, and, therefore, the levies of water-cesses, which they were called upon to pay, were unauthorized and illegal. The reasons given for this claim were—

- (1) that the water of the river Vamsadhara was not the property of the Government;
- (2) even if it were, it did not follow that the river belonged to the Government within the meaning of Act VII of 1865;
- (3) that the levies made on them were for water from the channels or some of them are not from the river within the meaning of the Act;
- (4) that the water flowing from the river for the irrigation of the land, was not used or supplied from any stream, river, channel, tank, belonging to the Government or constructed by the Government.

On behalf of the Government, these claims of the zamindar were repudiated, and it was contended—

- (1) that the river, Vamsadhara belonged to the Government, and that the water was supplied and used for purposes of irrigation from the river;
- (2) that the flow of the water into the channels was controlled by Government and was directed by anicuts on the river-bed, which also belonged to the Government;
- (3) that in the Madras Presidency all rivers and streams, including the flowing water vest in the Government, under Madras Act III of 1905, section II, subsection (i);
- (4) that the ownership of the flowing water was in the Government, and that it vested in them under the above Act;
- (5) that as the water comes from the river belonging to the Government, it is not material that it comes through channels, which do not belong to the Government, or that the zamindars had a right to take water;
- (6) that the channels also were constructed by the Government, or its tenants, before 1803, and belong to Government, and that the channels of Lukulam, Polaki, Jalamoor, passed through the ryotwari lands before they entered the zamindari lands and are kept up and repaired in the ryotwari areas, and that the water is distributed by works belonging to and constructed by Government.

These were the contentions and these were the points in dispute between the Government and the zamindar. Cultivators were not parties to the litigation; and neither party represented the cultivators' interests. In the first place, what is decided in this case as between the zamindar and the Government, will not be binding upon the cultivators, legally, for there is nothing affecting their rights. Secondly, there is nothing in the judgment that was found against the rights of the cultivators. Cultivators were not parties in 40, M.d., page 886.

On the other hand, the Government contended that the works were constructed by the tenants in the ryotwari area, before the estates were sold by the Government to the zamindars and that these works must be treated to have been done by the Government itself. This point proves about the existence of the rights of the cultivators to make their own improvements for regulating the flow of water for the lands through which the river or the river channels flow.

This case is also an authority that the water-cess is leviable on the land that is irrigated and as such, it is in the nature of land tax which is recoverable as arrears of land revenue. It was decided in this case, that the permanent land settlement in the Madras Presidency proceeded on the footing that whatever may have been the interest of the zamindars and other landholders prior to the British occupation, the Government granted to the zamindars and their heirs :

“ a permanent property in their land for all time to come and would fix for ever a moderate assessment of public revenue on such land, the amount of which would never be liable to be increased under any circumstances. (See section I of Madras Regulation XXV of 1802.) ”

Government cannot raise the jumamah on the estate by levying water-cess, because the jumamah was fixed for ever by the Permanent Settlement.

It has been discussed above exhaustively and pointed out that what was meant by the permanent property in the land was only the melvaram interest of the Government, that was assigned to the zamindar under the Permanent Settlement. It has also been established that the right to the soil was with the cultivator from time immemorial and the right to use water that flows through the rivers or river channels that passed through their lands, also was in them.

Before the Permanent Settlement, the Government in exercise of its prerogative claimed the right to levy water-cess subject to the customary right to use water free of any tax in all lands known as mamool wet lands.

The Privy Council held that “ under the Permanent Settlement, the Government gave an undertaking that they would not raise the jumamah in respect of lands then granted, under any circumstances. Jumamah is the assessment or land revenue payable to the Government on the whole land actually under cultivation.” What were ‘ the lands then granted? ’ The whole melvaram interest of the Government and not only part so as to cover only the peshkash. Jumamah means not only the peshkash payable to the Government by the zamindar, but also the balance of the land revenue assessed, which the zamindar takes after paying peshkash. Therefore, the undertaking given by the Government at the time of the Permanent Settlement not to raise the jumamah by levying any cess on water taken for cultivation purposes holds good not only in favour of the zamindar but also in favour of the cultivator—perhaps primarily in favour of the cultivator, who actually cultivates the land and secondarily in favour of the zamindar.

By parity of reasoning the zamindar cannot enhance rent on that count.

The obligation cast on the Government not to raise the jumamah had passed to the zamindar with the melvaram right to collect the revenue, which was assigned to him. Just as the Government cannot raise the jumamah by levying any water-cess against the zamindar, the zamindar also is under the same obligation not to levy any water-cess or any tax on the lands then under cultivation.

While such is the correct position as between the Government and the zamindar, their Lordships of the Privy Council held as follows on this point :—

“ Under these circumstances, the Government could not impose a cess for the use of water the right to use which was appurtenant to the land in respect of which the jumamah was payable, without, in fact, if not in name, increasing the amount of such jumamah and thus committing a breach of the obligation undertaken at the time of the permanent settlement.”

Under the first proviso to section I of Madras Act VII of 1865, the zamindar was given the right to carry on cultivation free of separate charge, if such condition was agreed upon and entered in the sanad.

At page 897, the Learned Judges held that “ if by virtue of such Permanent Settlement a zamindar is entitled to take and use water from any such source of supply as mentioned in the Cess Act, and this right is a part of or appurtenant to the property in respect of which he pays a single jumamah or peshkash, no cess can be levied under the Act in respect of water which he is entitled to take and use.”

The Utlam Sanad or Kabuliyat did not mention any water rights. It did not even refer to the existence of any channels, or tanks or reservoirs. Their Lordships held that “ it (sanad) contains an agreement by which the zamindar should enter into agreement with his ryots in a manner provided by section 14 of the Madras Regulation XXV of 1802 and encourage such ryots to improve and extend the cultivation of the land. Subject to his observing the conditions of the Kabuliyat, the zamindar is authorized to hold the zamindari in perpetuity for himself and his heirs.”

Cultivators are entitled to use water without paying any cess.

This dictum of the Privy Council supports the claim of the cultivators that they are entitled to use water on the lands that had been included in the jumamah without paying any cess either to the zamindar or to the Government. At page 905, their Lordships held—

“ It follows that each zamindar (subject as aforesaid) could legally authorize his ryots to the use of water, to the use of which he is entitled for the growth of the second crops in their lands, and for increasing the land within the boundaries for the time being under wet cultivation.”

In taking advantage of such authorization, the ryots would be entitled to rely on the engagement with the Government arising out of the Permanent Settlement to the same extent with the zamindar, if not more. As these zamindari rights would arise under and be dependent on the engagements with the Government embodied in the sanads, granted on the Permanent Settlement and payment for that would be included in the jumma, Their Lordships held, at page 906, "the construction of the sanad in the way their Lordships construe them has the advantage of being in ample accord with the known policy and objects of the Permanent Settlement. Uncertainty as to the ownership of the soil and liability to arbitrary and varying assessment of land revenue has (to use the language of the Regulation XXV of 1802) 'obstructed the progress of the agriculture, population, wealth.' The policy was to encourage such progress and accordingly we find in the Kabuliyat of Urlam (it is admittedly the common form Kabuliyat) an undertaking by the zamindar to encourage the ryots to extend and improve the cultivation of the land."

"The same point was emphasized in the advertisement for the sale at which the zamindaris were sold. In this part of India water is essential for the improvements in agriculture. The facts coupled with the actual grants to the zamindars of the channels, branch channels and works constituting an extensive system of irrigation which must have been created for the improvement of the lands comprising the several zamindari estates, manifests in their Lordships' opinion, the intention that the water should be used to the utmost extent for the purpose of increasing the estates or population or wealth of the district.

"On the construction of the sanads adopted by the High Court, water could not be used for any such purpose; and that the channels, branch channels, and works constituting the irrigation system were included in the grants, no right to use such system passed at all. For the grants were necessarily subject to the existing rights of the ryots and inamdars, and according to the decision of the High Court, it was only in respect of these rights that any water could be used from the system.

"Both the courts below appear to have arrived at the conclusion that the water rights which passed by the sanads were limited by the mamuls at the Permanent Settlement for the following reasons:—

- (1) assessment of the permanent jumma in the case of each zamindari was arrived at *on the basis of then actual produce of the land*;
- (2) the annual value was placed on this produce and a portion of the annual value was fixed as the jumma or the peshkash;
- (3) the water actually used in growing the annual produce thus comes within the assessment; and
- (4) the use of the water for other purposes was not assessed at all and therefore could not have passed by the sanad grants."

In Their Lordships' opinion, this process of reasoning is fallacious on two grounds:—

- (1) It does not follow that the assessors in fixing proportion of the annual value which should constitute the jumma or peshkash did not take into account fully the possibility of improving the cultivation of the lands, the subject of the grant, by means of the irrigation system comprised therein. The jumma or peshkash was in the case of each of the zamindaries in question admittedly high.
- (2) Again, it does not follow that all which is not brought into account in fixing the jumma or peshkash was excluded from the grant.

"On this footing many things of great importance to the enjoyment of the zamindar would not pass by a zamindari grant, for example, waste land, farm buildings, tanks, or in the present case irrigation channels. As pointed out in the recent case of *Raja Ranjit Singh Bahadur v. Kali Dasi Devi* (1917 L.R., 44 I.A., 117), the property taken into account in arriving at the jumma is by no means necessarily the same as the property upon which the jumma is chargeable, and all that is chargeable with the jumma or peshkash is included in the grant.

"This is an authority for the proposition that it was not only the actual produce of land that formed the basis of assessment at the Permanent Settlement, but also the possibility of increasing the cultivation of the lands in the future by means of irrigation system comprised therein."

For these reasons, the Privy Council held that zamindars were protected under the first proviso to section 1 of the Madras Irrigation Cess Act VII of 1865, as amended by the Act of 1900, and as such they were entitled to recover the rents wrongfully levied by the Government.

On the basis of this authority the cultivators in the zamindari areas are entitled to use the water for irrigation purposes, first crop or second crop, without rendering themselves liable to pay any tax to the zamindar, because the right to use the water and produce the

crops on the lands then under cultivation and also on the lands that might be under cultivation, after the permanent settlement, were taken into account when the land revenue assessment was fixed in perpetuity and the same is not liable to be enhanced on any account.

Whatever might have been the practice hitherto in these zamindaris in the matter of collecting water-cess from the cultivators, there is no such right in them to continue to collect it in the future.

This judgment of the Privy Council is an authority for the proposition that the tenants' rights to the soil are superior to those of the landholder and that the right to water-supply which the cultivators claim is an inherent right, and that whatever right vested in the zamindar it is always subject to the right of the cultivator.

(iv) CHAPTER II—RYOTI LAND—FOREST RIGHTS AND PORAMBOKES, ETC. —
FOREST ACT, 1882.

Question 7 of the questionnaire, which comes under group No. VI deals with forest rights and privileges. The question runs as follows :—

7. (a) What are the rights of tenants with regard to the utilization of local natural facilities such as grazing of cattle, collection of green manure or wood for agricultural implements?
- (b) Have the tenants got any inherent right to use them for their domestic and agricultural purposes free of cost?
- (c) What are the respective rights with regard to the public paths, communal lands and hill and forest porambokes as between the tenants and the landholder?

Forest rights and privileges are the inherent rights of the cultivators as they are the owners of the soil.

The answer to this question depends on the right to the soil. If the zamindar is the owner of the soil and the cultivator is a tenant who derived his title from the zamindar, the cultivator cannot claim as of right the facilities referred to in the above question, and, the zamindar would be free to dictate whatever terms he likes. On the other hand, if the cultivator is the owner of the soil, his rights to enjoy all the facilities which he had been enjoying from the time of his ancestors, remains intact. The question of rights to the soil has been dealt with exhaustively in the foregoing chapters, and we have come to the conclusion that the right to the soil originally belonged to the cultivator and all through it remained in him (until now), having received judicial and legislative recognition throughout. The Permanent Settlement Regulations recognized the right of the cultivator both in the cultivated and uncultivated lands belonging to the village. Forests or jungles come under the uncultivated lands. It was pointed out in the chapter on village system and the rights of villagers, how the inhabitants or cultivators treated all lands as the property of the village community and how that right continued in each individual when the joint system was broken up into individual system, and how the right of the cultivators in the soil had been upheld throughout, by the Government as well as the public.

This right of the cultivator has been recognized by the Government.

This right of the cultivator in the land occupied by the forest and to the forest produce has been recognized by the Government in all the ryotwari lands and once that was done the same rule applies to the cultivators in the areas assigned to the zamindar by the Government for collection of revenue. When the Government recognized the rights of the ryotwari cultivators in the ownership of the soil and also the forest, and gave protection to them, when their rights were sought to be interfered with, similar protection should have been extended to the cultivator in the zamindari estates. The Indian Forest Act was passed into law in 1882 (Madras Act V of 1882). This was intended to provide for the protection and management of forests in the Presidency of Madras as a whole. That is what the preamble of the Act states.

Chapter II of the Act deals with reservation of forests. After taking power to constitute reserve forests, the Act proceeded to lay down the procedure for acquiring the lands and converting it into reserve forests. If the land is Government waste land unoccupied by cultivators, they required no permission to deal with the land as they liked, and convert it into reserve forests. But most of the land has been under the cultivation of the ryots under the ryotwari system. The cultivators have been enjoying full proprietary rights in the soil, subject only to the annual payment of land revenue to the Government. The same was the right of the cultivator when the Government assigned estates to zamindars. Therefore, there was no difference between the rights enjoyed by the cultivator under the Government and those under the zamindars. Zamindars have been pointed out to be only rent-collecting agents of the Government. Whatever rules the Government provided in the Madras Forest Act, recognizing the rights of the cultivators in the forest lands, must apply with equal force to the cultivators of the

estates. When the Government once decides to take the lands in the occupation of the ryots, for forest purposes, a notification will be issued at first, under sections 4 and 6, that those who claim any rights in the lands proposed to be preserved for forests are called upon to submit their claims. Under sections 8, 9 and 10 the Forest Settlement Officer enquires into the claims, takes evidence and adjudicates, upholding or rejecting the same, as he considers just. Section 10 seeks to divide all rights of occupancy and ownership into two parts. General rights in or over the land is treated as part one. The rights of easements such as—

- (1) right of way,
- (2) right to a water course,
- (3) right of pasture, and
- (4) right of forest produce.

The Madras
Forest Act
and reserva-
tion of
forests.

The second part relating to easement rights is dealt with in section 11, while the general rights over land is dealt with in section 10. Clause (1) of section 10 runs as follows :—

“ If such claim is admitted wholly or in part the forest officer may—

- (1) come to an agreement with the claimant for the surrender of the right, or
- (2) exclude the land from the limits of the proposed forest, or
- (3) proceed to acquire such land in the manner provided by the Land Acquisition Act of 1870.”

Thus, in unmistakable terms the right of the cultivator to the forest land is recognized and a settlement is effected with the cultivator in one of the three ways proposed in that clause.

The first method is to request the cultivator to surrender his right to Government, the second is to recognize the right of the cultivator and exclude the same from the limits of the proposed forest; and the last, if either of the two processes were not possible, is to acquire the land compulsorily under the Land Acquisition Act.

Similarly in section 11 the right of way, the right to a water course, the right of pasture and the right to forest produce, is enquired into, and, if the right is admitted or proved, the Forest Settlement Officer should pass an order recognizing the rights of the cultivator. In this connexion we might note, what forest produce is. It is defined in section 2 as follows :—

“ Forest produce includes the following things, found in or brought from a forest, that is to say :—

Minerals (including limestone and laterite), surface soil, trees, timber, plants, grass, peat, canes, creepers, reeds, fibres, leaves, moss, flowers, fruits, seeds, roots, galls, spices, juice, catechu, bark, caoutchoue, gum, wood-oil, resin, varnish, lac, charcoal, honey and wax, skins, tusks, bones and horns.

Bones, horns, tusks and skins also are included in the forest produce. The reason for this is not far to seek. There was a time when people were living in the forests, by shooting birds and hunting animals. There are such places even to-day in which people live in similar conditions. It is for that reason that such a comprehensive definition is given.

The Government and the Legislature recognized the right of the cultivator for every one of those items that constituted forest produce.

Section 12 of the Act prescribed the method of enjoyment of rights of pasture and also rights to forest produce. It is provided that when once the right of cultivator is admitted or established, wholly or in part it must be given effect to—

- (a) By altering the limits of the proposed forest so as to exclude land of sufficient extent, of a suitable kind, and in a locality reasonably convenient for the purposes of the claimant;
- (b) By recording an order continuing to the claimant a right of pasture or to forest produce (as the case may be), subject to such rules as may be prescribed by the Governor in Council;

The order passed under clause (b) shall record as far as practicable, the number and description of the cattle which the claimant is from time to time entitled to graze, the local limits within which, and the seasons during which, such pasture is permitted; or

the quantity of timber or other forest produce which the claimant is authorized to take or receive, the local limits within which, the seasons during which, and the mode in which the taking of such produce is permitted; and

such other particulars as may be required in order to define the extent of the right which is continued, and the mode in which it may be exercised.

Section 13 deals with the commutation of such rights of pasture or rights to forest produce, which could not be provided for in any one of the ways mentioned in section 12. In such a case the Government bound itself to commute such rights by paying a sum of money in lieu thereof, or with the consent of the claimant by the grant of rights in or over land or in such other manner as the officer might think fit.

Section 20 gave power to the Government to stop the right of way and the right to a water course in a reserve forest, if special circumstances so demand; but, it is provided in the proviso to the same section that such a stoppage should not take place without providing a reasonable and convenient substitute for the way or water-course so stopped.

Again section 21 which deals with penalties for trespass or damage in reserved forests and acts prohibited in such forests, makes exception in the case of rights recognized and continued under section 12 or created by grant or contract under section 18. It is provided in section 18 that there should be no compulsory acquisition of any of the occupancy rights of the inhabitants "except under a contract or grant in writing, between the Government and the claimant."

We have examined the provisions of the Madras Forest Act from all aspects so far as they are related to question 7, rather exhaustively, to show that the cultivator has an inherent right to enjoy all the natural facilities, referred to in clauses (a) and (c) of the question, for domestic and agricultural purposes and that has been recognized by the Government.

Such were the rights of the cultivators in the ryotwari lands recognized and upheld by the Government. The same ought to have been made equally applicable to zamindari areas. Chapter II in which all the above provisions appear refer to ryotwari lands.

Chapter IV deals with the control over forests and lands not at the disposal of Government or in which Government has only a limited interest. Forest in zamindari areas comes under this chapter. Section 32 of this chapter, deals with the protection that may be extended by the Government in regard to forest management at the request of the owners. The question for consideration now is, who is the owner within the meaning of this section. The zamindar says that he is the owner contemplated by section 32; whereas the cultivator contends that he is the owner that comes under this section.

Because the cultivators are the owners of the soil, necessarily the ownership of forest also belongs to them.

Having disposed off the question of ownership to the soil, the question that remains still to be decided, is about forests as such and the ownership thereof specifically. The right of ownership in the uncultivated lands having been settled, the right to forests also follows the same rule. The legislature took particular care not to say anything about zamindar's rights to forests, in section 32 of the Madras Forest Act. This is perfectly consistent with their policy, from the time of the permanent settlement of 1802 adopted in the Rent Recovery Act and the Estates Land Act. In section 32, the villagers as a whole or any one of the villagers in zamindari areas, could move the Collector under the section that the management of the forest lands should be taken over by the District Forest Officers as a reserve forest or that such lands might be managed by the District Forest Officers or by any person appointed by them and approved by the Collectors, and that all or any of the provisions of that Act or rules made thereunder might be applied to such lands.

The last but one clause of section 32 provides that the Government may by notification in the *Fort St. George Gazette* apply such provisions of this Act as may be suitable to the circumstances to such lands as may be desired by the owners; and the last clause lays down that such notifications may be altered or cancelled as the occasion might demand.

Thus reading together the provisions of chapter II and chapter IV of the Madras Forest Act, referred to above, there is only one conclusion to which we can come to, on this matter, viz., that all the rules laid down in sections 10-14 of chapter II and the rules laid down in section 32, with other provisions, of chapter IV, apply both to the ryotwari and zamindari areas.

Section 26 of the Forest Act gave power to the Government to make rules, and the Madras Forest Manual, contains the rules framed under that section.

The right of the cultivator in unreserved lands, with all the natural facilities referred to above, has been recognized in rule 7. The right to quarrying is acknowledged in rule 13. Rule 7 runs as follows :—

Right of the cultivator to quarry in unreserved land.

“ On all unreserved land in any village (except kumaki lands in the district of South Kanara), the grazing of cattle, the cutting of the grass, the collection of dry wood, thorns and leaves or trees and shrubs that are not reserved and felling of trees other than those included in the list of reserved or classified trees, will be permitted free of charge, provided that the grass, wood, thorns, leaves or trees, are required by the inhabitants of that or of neighbouring villages for agricultural or domestic purposes. Heads of villages will be held responsible for seeing that the above privileges are not abused and in the case of disputes the Collector will decide which are neighbouring villages within the meaning of this rule.”

Rule 13 runs as follows :—

“ In unreserved lands quarrying will be left absolutely free to the general public for bona fide agricultural or domestic use and to departments of Government, local boards for bona fide public purposes and not for sale or commercial profit . . . ”

There are some estates specifically referred to in the Forest Manual, to which rule 5 is made applicable. Rule 5 referred to, with regard to estates is the same as rule 7 framed under section 26. This rule is made applicable to the following estates :—

Right of the hill people to enjoy the forest produce.

(1) *Vizianagram Estate*.—As regard this estate, rule 10 also is applicable. Rule 10 runs as follows :—

Rule 10 (1).—Residents in the hill villages on the date of publication of these rules, their descendants and members of the families of such residents or of their descendants shall be permitted to cut and remove, free of charge and without licence or permit, any tree that they may require for actual home consumption, and shall also be permitted to carry on the cultivation known as *PODU CULTIVATION* subject to the conditions and restrictions contained in sub-rule (2), provided that, if the Collector or Agent to the Governor so directs, they shall not be permitted to cut or remove any description of tree as a “ reserved tree ” under rule (3). These rules are not intended to interfere in any way otherwise than as provided in the preceding sentence with the free use of such forest produce as the *hill people have hitherto enjoyed*.

(2) *Kovda podu cultivation* shall be subject to the following conditions and restrictions :—

- (i) No family shall cultivate more than 10 acres a year.
- (ii) No land within a distance of 5 chains of any reserved land shall be brought under such cultivation.
- (iii) No land within a distance of 2 chains shall be cleared except for the purpose of raising orange or other fruit trees or evergreen species, such as mango, jack, etc.
- (iv) Tamarind, palmyra, myrabalams, marking nut, soapnut, mango trees shall not be cut or scorched or burnt.

(2) *Yelumalai Estate*—page 360.

(3) *Arni Estate*—page 363.

(4) *Sivaganga Estate*—Tinnevely —page 367.

(5) *Chatram Estate*—Tanjore —page 371.

(6) *Kangundi village or Thirmajiamma's Estate*—Rule 5, page 374.—“ On all unreserved land in any village the grazing of goats, the cutting of grass, the collection of wood, thorns, leaves and fruits of trees and shrubs that are not reserved and the felling of trees and shrubs other than those included in the list of reserved trees, will be permitted *on payment of the prescribed fees*. Grazing of cattle other than goats will be permitted free of charge. Heads of villages will be held responsible for seeing that the above privilege is not abused.”

Page reference Forest Manual.

(7) *Vuyyuru Estate* —page 378.

(8) *Parlakimedi Estate* —page 381.

(9) *Jalantra Estate*—pages 384–385.

(10) *Chokkam Ratti-Mitta* —page 388.

(11) *Sivaganga* —page 391.

(12) *Bobbili Estate* —page 397.

For Bobbili Estate, besides rule 5, quoted above, rule 11 also is made applicable. Rule 11 runs as follows :—

“ The Collector shall by notification in the District Gazette from time to time, *fix the rates at which permits may be issued for the removal of timber and other forest produce and for the grazing of cattle under rule 8, and specify the areas within which such rates shall be in force. Such rates shall not exceed the maxima prescribed for Government lands in the district of Vizagapatam.*

Rule 8 referred to in the above section runs thus :—

“ Felling, removal, etc., on reserved forests and except as provided for in rule 5, on unreserved land also may be effected either—

(a) Departmentally, i.e., officers of the estate, forest department, or by persons acting under order of such officer.

(b) By persons holding permits duly issued by a forest officer or any authorized person.

(c) By any person holding the right under a lease or contract granted by the forest officer or by any officer duly authorized by him.

(13) Berikai Estate—pages 400–401.

Rule 5.—“ In every village *certain blocks of unreserves will be set apart for free-grazing, and the cutting of dry wood, thorns, leaves of trees, and shrubs, that are not reserved and the felling of trees other than those included in the list of reserved trees will be permitted free of charge, provided that the grass, wood, thorns, leaves of trees are required by the inhabitants of that or neighbouring villages for agricultural or village or domestic purposes. Heads of villages will be held liable for seeing that the above are not abused and in the case of disputes the Collector will decide which are neighbouring villages within the meaning of this rule. On all other unreserved lands in the village the grazing of cattle will be permitted only on payment of the customary grazing fees.*

(14) South Valluru Estate—page 407.

(15) Sethur village—page 413.

(16) Marungapuri Estate—page 417.

(17) Bissamcuttak Estate—page 421.

(18) Parvathipuram—page 425.

(19) Kangundi Estate. Here rule 4 applies; It runs thus :—

“ On all unreserved lands in any village in the estate, the grazing of cattle, the cutting of grass, the collection of dry wood, thorns, and leaves of trees not included in the list of reserved trees, referred to in section 7 and of shrubs and the felling of trees not included in such list shall be permitted on *payment of the prescribed fees.*

Though their rights have been recognized by the Government cultivators have been troubled greatly by the zamindars.

If there had been any intention on the part of the legislature or Government to assign the forest in favour of the zamindars that would have been stated in the Regulations of 1802, in the Rent Recovery Act and the Estates Land Act or at least in the Forest Act when there was a special legislation made to give protection to the rights of the cultivators as against the Government or as against the zamindar. We therefore, submit that the right of the cultivator to all the natural facilities referred to in question 7, has been conclusively established.

When the law has been such and the rights have been recognized by the Government throughout, in practice the cultivators are subjected to various troubles by the zamindars, who have been claiming absolute right in the soil as also in the produce of the forests. The landholders' answer to the question on this subject is stated in their written memorandum as follows :—

“ There is no statutory declaration of the rights of tenants in regard to grazing of cattle, collection of green manure or wood for agricultural implements. Such rights if they exist can only be in the nature of customary rights and have to be proved in the manner in which all valid customs have to be proved. They must be well-defined, immemorial and reasonable. Subject to their possessing the above attributes rights of the nature suggested in the question can be proved. Their extent and their incidents must necessarily vary from estate to estate and from village to village in the same estate. In several estates ryots graze their cattle or collect green manure or take wood for agricultural implements by obtaining their permits from the landholder or his officials and on payment of the prescribed fees which are not at all burdensome and are almost nominal.

Incidentally it must be stated that the expression 'agricultural implements' occurring in question VII (a) is very vague and would require detailed definition, if any declaration of rights is contemplated."

This is the answer given to question 7, clause (a). All the objections raised in this have been sufficiently answered by the provision made in sections 10–14 and sections 20 and 32 of the Indian Forest Act itself.

The so-called customary usage might be varying from village to village or even from field to field as stated by the Landholders' Association. It makes no difference so long as the rights given to the cultivators had been violated and different usages and practices had been established by different zamindars and proprietors, taking advantage of the ignorance of the cultivator and their own prominent position. The contention that the expression 'agricultural implements' is vague and would require detailed definition is the most extraordinary. It is a matter of common knowledge, even to those who might not be carrying on agricultural operations. No exhaustive definition can be laid down as to the meaning of agricultural implements when they vary from district to district in the Presidency. It is admitted in the above paragraph that the cultivator's rights exist in the nature of customary rights but that the custom must be proved to be one well-defined, immemorial and reasonable. The cultivator's right has been immemorial, well-defined and considered just and proper throughout from 1802 until now, by all, competent to deal with the subject and hence needs no further elucidation.

Next the reply to clause (b) of question 7, of the Landholders' Association is as follows:—

"The tenants have no inherent right to use the natural facilities referred to in question VII (b) for their domestic and agricultural purposes free of cost."

We have said enough about the inherent rights of the cultivators. Next we shall consider clause (c) of question VII, which relates to public paths, communal lands, hill and forest proambokes, in zamindari lands.

No direct definition is given of public paths, communal lands or forest proambokes. But we have got it indirectly stated in sub-clauses (a) & (b) of clause 16 of section 3 of the Estates Land Act. Clause 16 of section 3 defines ryoti land and excludes all communal lands, proambokes, etc. Clause 16 runs as follows:—

"Ryoti land means, cultivable land in an estate, other than private land; but does not include—

(a) beds and bunds of tanks, and of supply, drainage surplus, or irrigation channels;

Note.—These words from 'beds to channels' were substituted for the original sub-clause which stood as follows:—

(b) threshing floors, cattle stands, village sites and other lands situated in any estate which are set apart for the common use of the villagers."

All the lands described in sub-clauses (a) and (b) of clause 16 which are excluded from ryoti land and which do not constitute private lands are communal lands. The meaning of communal lands is land belonging to the village community as a whole from time immemorial. Tank-beds, tank-bunds, drainage supply channels and irrigation channels are the common property of all because they are intended to serve the people as a whole and not any particular ryot or landholder. Similarly village threshing floors, village cattle-stands and village-sites and other unoccupied lands in the villages in any estate are all lands set apart for the common enjoyment of the villagers. Nobody at any time could claim exclusive right to any of these lands. If the village happened to be a zamindari area where the zamindar may have his own private lands, they are the common property of the villagers as well as the zamindar. Neither of them could claim a right in those lands, to convert them into their exclusive property at any time. If it was taken possession of either by the zamindar or by the ryot it was an offence for which he will have to pay a penalty. When the Government of the village was in the village community the right to this communal land vested in the village councils and the village assembly, which was carrying on the administration of the village for the common benefit of all the people. When this village system was replaced by the ryotwari individual system, in the Government areas as well as zamindari areas, each individual's property was separated and each individual became jointly entitled to every one of these communal lands, and they had been jointly used and enjoyed by them. Before the Estates Land Act was passed and even when that Act was in the stage of a Bill it was contended on behalf of the landholders that communal lands including the village sites, constituted part of the zamindar's estates and that they were under the control of the zamindar. There was no foundation for any such claim either in fact or in law. We have referred to the history of the villages from the beginning up to date so far as human memory could take. At the

time of the Permanent Settlement, these communal lands were not taken into account. No assessment was levied on the communal lands. They were left out of account as a Lakhiraj land or land free of assessment.

In 1908 the landholders' Association admitted in a memorial presented by them to the Government, in the early stages of the Estates Land Bill. In that memorial they wrote :—

“ At the time of the Permanent Settlement, lands set apart for village-sites called Nattamcheri were excluded from the lands brought under the settlement. Any lands beyond the limits of Nattamcheri, appropriated by a tenant is liable to be taxed.”

The Honourable Mr. G. S. Forbes said in his speech on the Estates Land Bill :—

“ Under the ordinary common law, these communal sites were from time immemorial exempt from taxation, and appropriated for the use of the villagers.”

Provisions
of Estates
Land Act of
1908 relating
to communal
lands.

The law relating to communal lands is now embodied in sections 20, 20-A, 20-B, 21 and 22 of the Estates Land Act.

The Collector is given the power to decide disputes, whether the land claimed as communal falls under sub-clauses (a), (b) or (c) of clause 16 of section 3 and also to decide whether there is any customary right exercised over such lands before commencement of the Act.

Under section 20-A, the Local Government can empower the District Collector to decide on the application of a landholder or ryot, whether any communal land was not required for communal purposes for reasons to be recorded and direct the same land to be used for any other specific communal purposes or to be converted into Government land or landholders' ryoti land, if it is not required for any communal purposes and if under law the reversionary right to such communal lands vests under the terms express or implied of the sanad or title deed in the Government or the landholder. This right claimed by the Government is *again subject to any other customary rights of the landholder* or the ryots in regard to the enjoyment of the same. It is further provided that if there are any such customary rights, adequate provision should be made for giving some other relief in place of such customary right.

In the second proviso of the section it is laid down that no such order declaring communal lands as no longer fit for such purposes can be passed without the consent of the landholder if the reversionary right had vested in him. This is an amended section the enactment of which could have been easily avoided if only the condition of the villages had been kept in view by the Legislature. The villages of the present day in the Presidency are mere shells without substance. They were reduced to mere hovels in the language of the Circuit Committee, more than a hundred years ago. If that was the description given to the villages then, it could be easily imagined how many times worse it has been rendered during the last 150 years. During this period some communal lands were encroached upon by some landholders.

In whatever
provision
it enacted,
the Estates
Land Act
had a saving
clause safe-
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vators.

Similarly, some were encroached upon by the powerful and rich ryots when they were in a position to over-awe the landholder and the neighbouring ryots. The tale recorded by this Committee with regard to many estates, on this question is practically uniform. Under such circumstances we do not understand why the promoters of the Estates Land Bill thought that there could be cases in which communal lands could have become useless for communal purposes. But one thing must be said to the credit of the promoters of the Bill, and the authors of the Act that they were always taking care to insert a saving clause to protect the customary rights of the landholders and the ryots in all matters. So also with regard to communal lands and the conversion of the same into something else, according to the will and pleasure of the Collector. Provision is made in the first proviso that the Collector, before declaring any land, as communal land, ryotwari lands or ryoti or some other, *the customary rights of the people must be taken into account and protected.*

In other words the customary rights of the cultivators and the landholders must be allowed to remain intact. If any one person appeared before the Collector and protested against the proposed conversion of the same into something else and proves his case, what remains ultimately is the customary right and all other provisions are useless. It would have been very much better if the authors of the Act had merely stated that “ *once a communal land always a communal land* ” and that no one was entitled to interfere with such lands whether it was the Government or the landholder or the ryot.

Having laid down that rule, provision ought to have been made, to compel the villagers to reconstruct their village, including the communal lands with a view to promote their health as well as wealth. Instead of doing that, the cumbersome legislation was adopted and all sorts of confusion was created.

Clause 2 of section 20-A again laid down that no land set apart for communal purposes referred to in sub-clauses (a) and (b) of clause 16 of section 3, shall be assigned or used for any other purposes without the order of the District Collector. This again has got a saving clause that nothing stated in this sub-clause 2, should empower a Collector to do anything calculated to affect or take away the customary rights of the landholders or ryots in the user of any such lands. The comment made by us on clause 1, applies with greater force to this clause also. One rule to the effect that no assignment or encroachment of any of the communal land shall create any right in the assignee or the trespasser without any regard to the question of limitation would have served better. In other words, a declaration that they might be turned out at any time and made liable for damages would have secured the interests of the villagers or the zamindars in the best possible manner.

The next section 20-B empowers the District Collectors to acquire land for common purposes. To-day according to the evidence given by several witnesses in many places there are no communal lands in many villages because they had been occupied by the powerful ryots or the zamindars. The present conditions certainly demand a provision like this, that empowers Collectors to enquire into all encroachments on communal lands made by zamindars or ryots, and dislodge them from those places, and set them apart once again for communal purposes. But the section does make provision for acquiring fresh lands under the Land Acquisition Act compulsorily, and placing them at the disposal of the villagers. This, no doubt, will have to be done in villages where there were no communal land from the very beginning and where there had been no such encroachments. The legislature in the past perhaps had reason not to make provision for the expulsion of all the encroachers at this distance of time, without any regard to the rights that might have been acquired by prescription, under the law of limitation. In all such cases there is a necessity to enquire into the village conditions and acquire land under the Land Acquisition Act, and place the same at the disposal of the villagers for their common benefit. Having allowed ancient communal sites to be encroached upon by the zamindars or the ryots so as to enable the trespassers to acquire rights by prescription, it shall be the duty of the Government now at least, to take steps to restore villagers to their ancient position by providing those elementary facilities which are the breath of village life.

What about the cost of such acquisition? Paragraph 2 of clause 1 of section 20-B provides that the cost of such acquisition including all charges incidental thereto should be borne by the Local Government or local authority or authorities that may have jurisdiction over such area and also by the landholder and the ryots or other persons benefited thereby in such proportions as the District Collector might fix.

To this, we recommend that a clause might be added that the bulk of the cost of acquisition must be borne by those zamindars or ryots who had wrongfully encroached upon communal lands in the past and claimed absolute title on the ground of adverse possession. If they should be in a position to bear the cost, having enjoyed the fruits of the conversion of the communal lands into private lands, they must be made to bear the whole cost of acquisition, if they are not willing to give up the lands which they had occupied and if they are identifiable.

Section 21 deals with ejectment of those who have occupied communal lands unlawfully. This section fixes a period of 30 years as a limitation for such action. As we have stated above there should be no limitation at all for such actions. They should be liable to be evicted at any time. The Madras Encroachment Act and other Acts may be modified on this question of limitation.

The last clause of the section says "that any crop, product or construction or thing raised, erected or deposited on or upon the lands shall be applied to such communal purposes as the District Collector may adjudge." That may be retained; and it may be added that, buildings or constructions would be declared properties of the community and the profits of which will be applied to communal purposes.

Such are the facts and law on communal lands. The Landholders' Association contends on behalf of the landholders of this Presidency as follows:

"With reference to this question a distinction would have to be drawn between (1) public paths, (2) communal lands and (3) hill and forest porambores. As regards public paths so long as they are being used as public paths neither the zamindar nor the ryots can seek to put them to any use other than as public pathways. That in respect of Punthas or Donkas or public paths *the right to the sub-soil is in the zamindar and that even the surface soil is vested in local authorities only so long as the public path is in use, must now be taken to be fairly well-settled so that if and when they cease to be used as public pathways*

Landholders' Association on "communal lands".

the land covered by these public pathways would be at the disposal of the zamindar whether the pathway was in existence prior to the permanent settlement or came into existence after the Permanent Settlement (vide 71, Madras Law Journal, 749). As regards communal lands of the nature contemplated by section 3, sub-section (16) (b) of the Estates Land Act such as threshing-floors, cattle-stands, village-sites and other lands which are set apart for the common use of the villagers, the reversionary rights in such lands are vested either in the Government or in the landholder according as they were set apart for the communal use in question prior or subsequent to the Permanent Settlement. So long as they are being used for the communal purpose in question nobody can divert them to any other purpose. If they cease to be required for the original purpose it is open to the District Collector under section 20-A (1) (b) (i), of the Estates Land Act as amended in 1934 to *direct and declare that they should be used for any other specified communal purpose*. If such land is not required for any communal purpose the District Collector may under section 20-A (1) (b) (ii), direct that it be converted in Government ryotwari land or landholder's ryoti land according as the reversionary rights in such land vested under the terms expressed or implied of the sanad, title deed or other grant in the Government or in the landholder. *This last clause confers upon the District Collector a very wide power which can easily be abused. It is unreasonable that the Collector should be made adjudicating authority when the question arises between the Government on the one hand and the zamindar on the other.* As the provisions of the Madras Estates Land Act stand at present this decision of the Collector seems to be final. *This clause must be taken out of the Estates Land Act so that the question of reversionary right as between the Government and the zamindar would be fought out when it arises in the regular courts of the country.* If it is to be retained the decision of the District Collector must be made expressly subject to the result of any suit which the aggrieved party may file in a Civil Court within a prescribed time.

"Hill and forest porambores are the property of the zamindar (vide 40 Madras, 886, P.C.) subject of course to such restricted rights as the ryots or the inhabitants of neighbouring villages may have by virtue of longstanding custom or usage. They don't stand on the same footing as public paths and communal lands and if any declaration of rights is contemplated the legislature must clearly bring out the distinction between the several classes of lands contemplated by question VII (c).

It is thus admitted, that the communal lands must be left to the enjoyment of the community as a whole but a claim is put forward even to-day by the Landholders' Association, that the right to the sub-soil has vested in the zamindars and that even the right to the surface soil vests in the zamindar when it is not required for use as a public path by local authorities.

Ownership of the communal lands.

The same claim is asserted in the pathways that had been in existence before the Permanent Settlement and in those that came into existence after the Permanent Settlement. For this the decision in 71, Madras Law Journal, 749 is relied upon. With regard to communal lands referred to in sub-clause (b) of clause 16 of section 3 of the Estates Land Act, it is asserted that the rights in all the threshing-floors, cattle-stands, village-sites and other lands which are set apart for common use of the villagers are now vested in Government if they are set apart for communal use prior to the Permanent Settlement and in themselves if they are set apart for such use after the Permanent Settlement. This is a claim that cannot be justified, as has been pointed out above under different heads, either on fact or in law, whether the pathways or other communal sites were formed before the Permanent Settlement or after the Permanent Settlement. They always vested in the inhabitants themselves. That position had been made clear under other heads to the questionnaire. 'Proprietary right' meant only the right to the melwaram, and it was only that, that was assigned to them by the Government, at the time of the Permanent Settlement. This is made clear during the last 150 years by every administrative, judicial and legislative authority as pointed out above; the latest authority for this being the judgment of the Privy Council reported in Indian Law Reports, 45, Madras—CHIDAMBARA SIVAPRAKASA PANDARA SANNADHIGAL v. VEERAMA REDDY, at page 602. The learned Judges laid down the rule :—

"Prima facie the zamindar or polygar is a rent receiver; or to use the language of section 4 of Act I of 1908, he has the right to collect rent from his tenants. Prima facie, his right to direct possession of the land is confined to his private lands and the old waste lands; it does not extend to ryoti land."

By a later Amending Act VIII of 1934, the right to old waste was abolished. His right in the waste land has been fully dealt with already. According to the Privy Council, the only right that vested in him was the right to collect rents. He cannot lay any claims, even to possession of the land which he can have for his private land. Under such circumstances, how could the zamindars be entitled to say that the reversionary rights in such lands both in the sub-soil and the surface soil vested in them either in communal lands or non-communal lands. They cannot, therefore, contend that the reversionary right in such communal lands vested in them, at any time or under any circumstances. There can, therefore, be no question of any such dispute arising between the zamindar and the Government or between the zamindar and the ryot. Even if it arises, the rule laid down by the Privy Council and in the statutes must prevail. In this view the question of forum whether it is a Civil Court or a Revenue Court does not arise at all. The law must be declared in conclusive terms so as to prevent any further litigation between the zamindar and the cultivator or between the zamindar and the Government in future. The question of forum will be dealt with later.

Then it is claimed that hill and forest porambores are the property of the zamindar. For this the decision in Indian Law Report, 40, Madras, page 886 is relied upon. As we have pointed out above, hills and forest porambores originally vested in the village community and later in the individual villager and not in the zamindar. Even in regard to this is the Landholders' Association is good enough to admit that the right claimed by him is subject to such restricted rights as the ryots or the inhabitants of neighbouring villages may have, by virtue of longstanding usage or custom. When once this customary right is acknowledged their claim to the hill and forest porambores falls to the ground.

Claim of zamindars as regards hill and forest porambores.

Then it is said that the hill and forest porambores do not stand on the same footing with public paths and other communal lands and therefore, the difference between the two must be made clear in the declaration of rights.

We are unable to see what difference there is between the communal lands in the villages proper and the hill and forest porambores. The word 'porambores' itself connotes the commonness of the interest vested in it. Similarly, so, with all communal lands. We see no difference between them. The declaration must be the same for the communal lands as well as the hill and forest porambores.

The Madras Landholders' Association raised a plea that the hill and the forest porambores cannot stand on the same footing as the public paths and other communal lands; and for that reason, they wanted that the difference should be made clear, if there should be any declaration of rights. Hill and forest porambores are as much the property of the inhabitants as the public paths and other communal lands situated within the limits of the village. It is not possible at this distance of time to have the evidence of any living witnesses to speak about the rights of the people exercised more than 100 years ago. But there are documents which speak more eloquently than any living witness on certain matters.

There is no difference between hill and forest porambores and communal lands.

Within ten years after the Permanent Settlement of 1802, there was a dispute between certain firewood merchants of Masulipatam and the zamindar. The merchants claimed a right to cut the firewood in the jungles of the Divi Island near Masulipatam without paying any money for the same. The matter went up to the Suddar Adaulat Court which was the highest court, before the High Court was established.

The Zillah Judge, one Mr. Collet, heard a certain case in or about 1863 between a zamindar and a ryot, and held overruling the contentions of the ryot, that he was only a tenant from year to year, and not an occupancy ryot and that he was liable to be ejected, thus negating the rights conferred upon the cultivator by Regulation XXX of 1802.

The Government intervened and called upon the Board to submit a report, to enable the Government to introduce a Bill for declaring the rights of the cultivators more definitely than before. The Board of Revenue submitted their famous report which is known as the B.P. No. 7743, dated 2nd December 1864. They held that the rights to the soil was in the cultivator and that the zamindar was only a farmer of revenue. In support of the contention they quoted the proceedings of the suits between the firewood merchants of Masulipatam and the Zamindar of Divi. The following extract is taken from the Board's Proceedings No. 7743 :—

“ Paragraph 56.—In the special Appeal Suits No. 18 of 1802 and No. 10 of 1814 (Mr. Greenaway among the Judges), certain firewood merchants of Masulipatam sued to establish their rights to cut firewood in the Divi jungle without paying

any consideration to the Zamindar of Divi. The Zilla and the Provincial Courts upheld the privilege as claimed. On Special Appeal, the Sudder Court thus stated in its judgment :

“ The determination of the present question rested upon very simple grounds ; and must follow the usage which prevailed before the introduction of the permanent assessment.”

“ By the Act of the Permanent Settlement, the Government transferred to zamindars (with certain specified exceptions) the proprietary right exercised by itself. *It could not do more without interfering with infringing the rights of others.* All usages which are not abrogated by the regulation must be upheld to be confirmed ; and, if previous to the introduction of the permanent settlement no payment was exacted by the Government for cutting the firewood in the jungles of the Divi, none can be exacted by the zamindar.”

Thus it was established that the firewood merchants had exercised free right for cutting the firewood, before the introduction of the permanent assessment, and that they were entitled to continue the same right even afterwards. This judgment is dated 1812.

Special
Appeal
No. 18 of
1812.

This decision in Special Appeal Suit No. 18 of 1812 continued to be good law until 1865 and even after that. When the Board of Revenue had to express its opinion on the rights conferred on the cultivator, under Regulation XXX of 1802, quoted the proceedings of the Special Appeal Suit No. 18 of 1812, in support of their findings that the cultivator was the owner of the soil and the zamindar was only rent collector.

This had been accepted as correct law from 1865 to 1882, when the Madras Forest Act was passed into law. It is already shown that the Madras Forest Act recognized the rights of the cultivator to the soil throughout and made provision to give them compensation, whenever their rights were interrupted or acquired by the Government. This was common to the ryotwari lands and zamindari lands as well.

The Landholders' Association referred to the case, 40 Mad. (I.L.R. 886), Privy Council, in support of their contention for hills and the forest porambokes. We do not know how the decision I.L.R. 40 Mad., page 886, has been relied upon by the Landholders' Association. The case reported therein was one under the Madras Irrigation Cess Act 7 of 1865.

The dispute was between the Secretary of State for India and the zamindar. The ryots or cultivators were not parties. Even then, throughout the judgment the rights of the cultivators were upheld, even though they were not parties to the case. Perhaps this decision is relied upon to show the analogy of the zamindars. Under the Madras Irrigation Cess Act, their rights must be upheld in hill and forest porambokes.

If the facts and the law, that are dealt with in this enquiry in support of the rights of zamindars and cultivators had been placed on record before the learned Judges of Judicial Committee of the Privy Council, there is no doubt that they would have upheld the rights of the cultivators outright. Instead of helping the zamindars, the decision goes against them.

71 M.L.J.,
749.

Next there is one other case which is relied upon by the Madras Landholders' Association, a case reported in 71 Madras Law Journal, page 749. This also is a case to which the Zamindar of Pithapuram and the Municipality of Cocanada were parties. The cultivator or the tenant was not a party to this.

The points for decision before the learned Judge were (1) whether the plaintiff (the Maharaja of Pithapuram) had a subsisting title to the land, (2) whether the plaintiff had been in possession for twelve years before the suit. Ultimately the plaintiff's suit failed both in the original court and the High Court. Suit land was a puntah or the public pathway vested in the municipality under the Local Board's Act. The plaintiff claimed right to the sub-soil and also to the trees grown on the public pathway or puntah. The question whether the cultivator was entitled to the soil or not was not at all considered. The zamindar set up his right and court considered the question as between the zamindar and the municipality alone and nothing else.

Even in this decision there was no adjudication against the cultivators' rights anywhere. On the other hand the cultivators' rights have always been upheld either directly or indirectly.

This closes all the points raised by the Landholders' Association. There is no aspect that has been left out in discussing the matter by us, and we are confirmed in our opinion, that according to all available authorities from the earliest times up to now, the rights of the cultivators have been recognized and upheld.

(V) CHAPTER XI—SURVEY AND RECORD OF RIGHTS.

Question 5 runs as follows :—

(a) Do you think that all the estates should be surveyed and a Record of Rights maintained compulsorily?

(b) If so, what is the proportion of cost to be borne by the two parties concerned?

As matters stand to-day, nearly half the estates have been surveyed and the rest have yet to be surveyed. Under the present conditions, as demanded by the witnesses examined in this case, survey is necessary. As regards settlement, that also is necessary in case of lands on which the rates of rent had not been settled once for all, at the time of the Permanent Settlement. On a review of all the evidence, oral and documentary, and the law and custom, we have come to the conclusion that the rates of rent and also the nature of the tenure, viz., occupancy right, had been fixed in perpetuity at the time of the Permanent Settlement. This has been done both with regard to the lands that had been under cultivation at that time and also the land that was expected to be brought under cultivation after that date. Therefore, there can be no question of investigation into the matter for the purpose of settling the rents on such lands, as provided for in Chapter XI of the Estates Land Act. The private land of the landholder had been declared under the Estates Land Act, to be outside the scope of the Act. Old-waste as defined in clause (7) of section 3 of the Act had been abolished, by the Amending Act VIII of 1934. Thus there is no other property to which Chapter XI of the Estates Land Act can apply to-day. So far as the ryoti land is concerned, rates of rent had been fixed for ever unalterably, at the time of the Permanent Settlement, as has been pointed out above. No question of settlement, therefore, arises for such properties, and all the provisions of Chapter XI that provided for ascertaining the fair and equitable rent and recording it in books, and, other provisions that prescribed for revision and appeal to the higher revenue authorities, and ultimately for suits in civil courts, must be eliminated from the Act. The scheme of Chapter XI of the Act proceeded on the assumption that the rents had not been settled previously. Section 165 laid down in clause (e) that the Collector should enquire into the questions relating to :—

“ The rent lawfully payable at the time the record is being prepared and whether the ryot is entitled to the benefit of proviso (a) to clause (i) of section 30.”

and incorporate the result in his order, under section 164. What the proviso (a) to clause (i) of section 30, is, we have already stated in connexion with the enhancement of rents. But it is necessary to refer to the same again in this connexion because, that proviso (a) to clause (e) concludes the matter in support of our finding. It runs as follows :—

“ Provided that if the rent be permanently payable at a fixed rate or rates, it shall not be liable to be enhanced under this clause, on the ground of a rise in prices.”

Clause (i) of section 30 provided for enhancement of rents on the ground of a rise in prices. The proviso quoted was added as an exception to the general rule.

It is, therefore, clear, that the settlement of rents contemplated in Chapter XI of the Estates Land Act, was not intended to apply to cases where rent was fixed permanently as stated in the above proviso. They were intended to apply to old-waste which was abolished in 1934.

Again section 168, prescribed in clause (2) that in settling rents under section 168 the Collector shall presume until the contrary is proved that the existing rent or rate of rent is fair and equitable. This rule of presumption admittedly cannot apply to lands exempted under clause (e) of section 165, as pointed out above; namely, lands settled on the basis of rates of rent and tenure fixed in perpetuity. These clauses relating to settlement of rent and presumptions of law, provided for in Chapter XI of the Act were intended to apply only to old-waste ryoti land, as provided for in the original Act I of 1908.

We have pointed out on another head that the old-waste ryoti land was of three varieties, and to all such lands the rules for enhancement of rent, provided for in sections 30-35 and commutation rules could apply. Similarly, the rules prescribed in Chapter XI for fixing fair and equitable rent also were intended to apply to the three classes of old-waste defined in clause (7) of section 3 of the Act. Old-waste ought to have been abolished along with the rules relating to enhancement of rents. In clause (4) of section 168 of the Act, it is provided that while the Collector was seized with the jurisdiction to investigate and ascertain what is fair and equitable rent, the parties can come to an agreement between themselves and notify to the Court the rent they settled as fair and equitable and thereupon the Collector, if he was satisfied that it was a bona fide arrangement could record that as a fair and equitable rent. This clause also was intended to apply to old-waste only and not to rates of rent permanently fixed at the time of the Permanent

Survey is necessary but not settlement for rent on all ryoti land has been permanently fixed by the Permanent Settlement of 1802.

Settlement. Apart from external evidence, we have this internal evidence in the provisions of Chapter XI to prove that all the provisions relating to ascertainment of fair and equitable rent do not at all relate to the ryoti land and they must all be deleted.

The only question that remains is about "survey". Survey may be made in the estates where it had not been already done, so that the individual ownership of the ryots will be ascertained and demarcated, and tacked on to the rents and rates fixed at the Permanent Settlement.

(vi) REMISSIONS.

This subject is covered by clause (c) of question (2) of the first questionnaire. Clause (c) of question (2) runs as follows:—

"Do you think that there should be statutory provision for remission of rent, and if so, on what principles?"

Right to remission of rent is an elementary right of the cultivators.

So long as the rent was paid in kind as a share of the produce there was no question of remission at all.

Right to claim remission is an elementary right that attaches itself to the land so long as the obligation to pay a portion of the produce to the ruler for his administrative purposes attaches itself to the cultivator. As a rule, during the Hindu and Muhammadan periods and also the early part of the British period, land revenue due to the Government and the rents due to the landholders were paid only in kind and not in cash. A fixed proportion of the share of the produce had to be paid to the ruler. In those days the coin in specie was not in large circulation; nor was there the currency note. Therefore, a share of the produce was paid to the ruler by the cultivator. So long as payment in kind was the rule, remission followed as a matter of course, wherever the crops failed *in toto* either on account of drought or on account of flood or any other cause, no land revenue could be paid. The cultivator has to pay a share of the produce to the ruler only when the land yielded. When it yielded the ruler and the ruled, both shared the produce. When it did not yield, both suffered proportionately. With the introduction of money rates and currency laws and Permanent Settlement Regulations of 1802, land revenue was made payable to the Government by the landholder, whether the land yielded or not. Further, the Government insisted and inserted a condition in the Sunnud-I-Milkeut Istimrar, that no remission should be claimed by the landholder from the Government under any circumstances. The landholder agreed to do so because of the margin of profit left to him for doing the mere collection work. Because the landholder bound himself not to claim remission from the Government in consideration of the land revenue assigned to him for his own benefit he desires to apply the same rule against the cultivator. Some of the landholders in their written memoranda and also in their oral evidence asserted that the principle of remission should never be introduced and it could never be enforced even if introduced. We are unable to see any force in this contention. The landholder, as has been pointed out above, stands altogether on a different footing from the cultivator. Cultivator is the man who labours hard and produces the crops. He has to work hard, plough the fields and keep everything ready before the season sets in; but nothing will come out of it but a famine, unless the rain comes in time, in all non-delta areas. Even in delta area the crops may fail on account of floods or on account of non-supply of water. The causes in such cases are due to acts of God and not of men. We fail to see what justification there is, in any landholder claiming a share of the produce or the money value of it when the crops have failed for some reason or other for which the cultivator is not in any way responsible. Even on the conclusion arrived at by us that the rents and the rates had been permanently fixed at the time of the permanent settlement, the right to claim remission whenever the crops failed continues in the cultivator. It is a natural right. The landholder can get the revenue from the cultivator only so long as he is able to cultivate and make the land yield. Strictly speaking, the right to claim remission and the duty to give remission formed part of the natural law. The trouble started when artificial rules took the place of natural laws. The question of remission is dealt with in sections 38 and 39 (a) of the Estates Land Act.

Distinction between rent in money and rent in kind being artificial and unjustifiable must be done away with.

The very first clause of section 38 says, "that a person might apply to the Collector for remission only in cases in which money rent is payable to the landholder". This is a wrong rule. It should apply to all cases in which a share is payable as revenue to the landholder whether in cash or in kind. When the lands do not yield, how could he pay even in kind. There is no reason to have limited this right to ryots who pay money-rents only. The distinction must be done away with. The right must extend to money-rents as well as rents in kind. This ordinary right of remission has been made applicable to fall-in-prices by sub-clause (c) of clause (2) of section 38. Even in cases in which the rents are permanently fixed the cultivator would certainly come to grief, if there should be abnormal fall in prices for causes beyond his control, such as currency manipulation. When the fall in prices is mostly due to steps taken by

the Government or the landholder, the cultivator should certainly be entitled to claim not only remission but even damages. The cultivator is entitled to protection at the hands of the Government or their agents, the landholders. If the cultivator instead of getting protection gets trouble, he must be given relief by the landholder and also by the Government.

Sub-clause (b) of clause (1) of section 38 lays down (1) that the cultivator is entitled to claim remission where in the case of irrigated land there has been complete failure of supply from the irrigation source on which the crop is dependent, and (2) where there is permanent deterioration in the soil of the land. These rules do hold good.

Section 39 of the Act lays down the rule that the cultivator shall not be entitled to claim any remission within a period of twenty years from the date of a decree or order, if any such was passed under sub-clause (c) of clause (1) of section 38. We have dealt with the right of the landholder to claim enhancement of rent on the ground of rise-in-prices under section 30 of the Estates Land Act and pointed out that that rule was not applicable to lands on which rents had been permanently fixed. If there should be decrees or orders passed by courts on erroneous interpretation of the provisions of the Act, it is not reasonable to hold that the cultivator should not claim remission for a period of twenty years. Having regard to the course taken in law courts under the Rent Recovery Act and even under the Estates Land Act on a wrong interpretation of the law, no such limitation should be placed upon the cultivator.

Section 39 (a) lays down the rule that where the rent has been enhanced under section 30 or commuted under section 40 or has been settled under Chapter XI relating to survey and record of rights, the cultivator may present an application before the Collector for the remission of the rent payable by him in any particular year on the ground that the average local prices of staple food crops in the taluk or zamindari division during the period of twelve months ending on 1st March of that revenue year were lowered by not less than 18½ per cent than the average price, he can apply for remission of rent. This was a very unreasonable rule. The cultivator cannot claim remission of rent unless and until the prices had fallen not less than 18½ per cent than the average prices on which rent, in regard to such land, was partly or wholly based. Since the passing of the Estates Land Act in 1908, there have been cases, referred to in the evidence, recorded by us, in which zamindars applied for enhancement of rents on the ground of rise in prices and obtained the decrees against the cultivators. There was no such limit of 18½ per cent fixed in the case of landholders. On account of the limit fixed at 18½ per cent the cultivators have not been able to apply for reduction of rents since 1930, until now, because the prices have not fallen to that level. This limitation must be removed and clause (1) of the section itself must be, because we have already pointed out that sections 30, 40 and settlement portion of Chapter XI were not intended to apply to ryots whose rents had been permanently fixed at the time of the Permanent Settlement. Finally the elaborate procedure prescribed for remission in sections 38 and 39 should be done away with and simple process be prescribed for settlement of remission by summary procedure.

Large number of witnesses on behalf of the ryots deposed before our Committee that remission should be provided for statutorily, whereas the landholders pointed out that no such attempt should be made and that it is unworkable. Remission was granted during the Hindu as well as the Mussalman periods. Remission is being granted to-day by the Government in all the ryotwari areas. We do not agree with the landholders in their contention and feel that remissions should be granted on the principles stated above.

Remissions should be given a statutory basis.

MISCELLANEOUS.

(a) *Question No. 2, clause (e).*—It runs as follows: "Do you think it desirable that the Provincial Government should have any reserve powers to revise, alter or reduce the rents wherever they are inequitable by executive action through their Revenue Settlement Officers?"

Having found that the rents had been permanently fixed at the time of the Permanent Settlement and that they are unalterable, no powers can be reserved by the Provincial Government to reduce or increase the rents whenever they considered it inequitable. The rules that will be laid down by the Legislatures for regulating the relations between landholders and cultivators should govern them.

(b) *Question No. 6* runs as follows:—

"Can the landholder demand any levies, customary or otherwise from ryots in addition to rents?"

These have been condemned from the time of the Permanent Settlement until now. It is in evidence before us that in some areas there are certain levies made even to-day. Custom is set up in defence of such collection. The custom is not legal and valid and such levies in the estates should be declared illegal.

(c) *Question No. 9.*—"Do you think that an yearly jamabandi as in the case of ryotwari villages is necessary?"

When the rents and the rates that had been fixed at the time of the permanent settlement are declared unalterable no jamabandi will be necessary. The cultivators will know, where they are, what they are liable to pay and what consequences follow if they failed to pay the moderate assessment as declared and fixed at the time of the permanent settlement.

(d) *Question No. 10.*—"What should be the legal status of the under-tenants in zamindari areas, in relation to (1) the pattadar and (2) the zamindar?"

Under-
tenants in
zamindari
areas.

In the Estates of Bobbili, Pithapur and some others evidence had been adduced and documents filed before the Committee that the tenants had been subletting the lands for very much higher rents and that they had been making enormous profits. On the strength of this evidence they contend that the rents which they had been levying even if they are enhanced rents, are not unreasonable and that the existing rents should be declared as fair and equitable. This will be certainly a good ground for the landholders to raise if only it is open to them to do so. We have pointed out that it is not open to them to go behind the arrangement made at the time of the permanent settlement both with regard to their peshkash and the rates of rent because they were declared unalterable. We have quoted ample authorities going to the very source in support of the contention that rents were fixed permanently with a view to enable the cultivator to take more interest in his land and produce more and better articles for his own benefit and also for improving the commerce and trade and industry of his own country. That is what was stated in the conversations of Sir John Shore and Lord Cornwallis. That is what was repeated in the instruction to the Collectors and the despatches from the Court of Directors, and the Special Commission Reports and finally in the Preamble of Regulation XXV of 1802. Therefore, the fact that higher amounts were collected by the cultivators from their sub-tenants cannot be a point against the cultivator. Apart from this aspect the documents filed showing the enhanced rents paid or agreed to be paid by the under-tenants to the cultivators cannot be taken as evidence of prosperity. After the permanent settlement it was not only the rent that was enhanced but the method of assessment itself was changed in several places. In Pithapur Estate what was called "Vonthuvaradi system" was introduced, under which there was no certainty of tenure or even the rate of rent. It was a challenging system by the adoption of which any one who offers more than the other would get the right of dispossessing the previous man and take possession of it himself. Production of documents to show that under-tenants were paying more than what the tenants had to pay towards land revenue put us in mind of the old vonthuvaradi system. That was in vogue until the year 1890 as admitted by the Diwan of Pithapuram. If there is much competition for land, people offer more than any others for the purpose of securing a footing on the land. Where is the possibility of knowing who is the under-tenant? The word "under-tenant" itself implies that he should be a man in possession, in exercise of his own customary right. There were such under-tenants even at the time of the permanent settlement. Persons who rush to the landholders and offer competitive rates each year cannot be treated under-tenants.

"Vonthu-
varadi"
system
obtaining in
the Pitha-
pur
Estate.

Much of the land having gone out of the hands of the cultivators into the hands of the creditors, such cultivators who had parted with their properties will be compelled to obtain leases, as the sub-tenants, even for higher rents, sometimes knowing that there would be no margin left for them ultimately. These are all considerations that should be taken into account in a separate investigation.

Legal status
of under-
tenants
cannot be
defined for
want of
sufficient
data.

As regards the legal status of the under-tenants we have not got enough evidence on record either way. No doubt, it is contended by some of the landholders that the under-tenants who cultivate the land actually should be given the occupancy right. On behalf of the ryots who are pattadars it is not admitted by all that the under-tenants should be given occupancy right now. There is some little evidence given by very few in support of it. Who are under-tenants is a question by itself? Can we call those who rush in competition to acquire land on lease each year from one landholder or other, under-tenants? Having regard to the vicissitudes through which the cultivators have been going through from 1802 until now, we do not consider it desirable on the very meagre evidence before us to recommend a legislation on this point, without fuller and more

exhaustive consideration. There are various questions that should be investigated and ascertained before the legislatures can undertake the task of introducing a Bill creating occupancy rights in favour of the under-tenants. The questions of creation of economic holdings and distribution of the same amongst the landless with rights of occupancy created in their favour while at the same time making provision to prevent alienations of such holdings on the same old lines have yet to be solved. We, therefore, recommend that the consideration of this question at this stage on the material before us might be postponed for a separate consideration and treatment.

(vii) CHAPTER XV—THE FORUM.

The question relates to the tribunal that should be entrusted with the duty of disposing of all the suits regarding the disputes between the landholder and the tenant, particularly with regard to the rates of rent. Arrears, collection and execution proceedings are not easy of solution. There was a time when the Collectors were looked upon as the protectors of the cultivators; and they were charged with special and summary jurisdiction for deciding all such matters promptly and without putting the parties to unnecessary expenditure and inconvenience. The Collectors and the Revenue officers of the period of Lord Cornwallis, Sir John Shore and Sir Thomas Monroe, were exceptional men with conspicuous ability and unbounded sympathy for the innocent and helpless inhabitants of the village.

The manner in which they attempted to settle the matters even judicially, endeared the people to them. The Collectors of the early dates, evinced constant anxiety to settle the disputes not by examining a large number of witnesses at centres which were far removed from the villages, but by referring the disputes to the village and district panchayats generally and then basing their judgments on the awards given by such panchayats.

There are some gentlemen in these days, who have forgotten the history of the village so completely, that they would go the length of saying that it was several centuries back that village panchayats had been broken up, and that is too late to-day to revise them. That shows only ignorance on their part.

The village panchayats were mentioned as specially competent tribunals to decide the disputes relating to rates of rent, distribution of water and other matters relating to the village life, in the draft Regulations IV and V of 1822. There is still a regulation in force to-day, that is, Regulation 2 of 1803, known as the Collectors' Regulation, which gave powers to the Collectors to refer such matters to the village and district panchayats, fixing a period of two weeks for disposal.

Arbitration, if not exactly by panchayats, is described even in the Civil Procedure Code that is in force to-day. But the Collectors' Regulation and the Arbitration Chapter of the Civil Procedure Code, have become a dead-letter because of the change in the outlook of the nation which has been drawn from the villages into the distant courts of District Munsiffs, Sub-Judges, District Judges and High Courts. They have become used to litigation in these courts which has brought complete ruin on the parties on account of the prolonged and expensive trials.

We have known cases that have not been finally decided even after 20 years. Very recently, the present Chief Justice of the Madras High Court soon after he took charge, observed from the bench that a particular case which was pending disposal, had remained undisputed of for over 15 years.

If the cultivator of this Presidency or the cultivator of India generally has suffered so much during all these years, it is due very largely to the litigation in the courts established by the British Government. The present High Courts were established in 186 when the High Court took the place of the old Adawlat Court. The old Adawlat Court had been presided over by Judges who had been actually in touch with the village population, their customs and habits; and, whenever they wrote their judgments, they brought to bear upon them all the past experience and knowledge which they had gained.

Some of the Judges who presided over the Adawlat Court, to decide the disputes between the landholders and the cultivators, were men who had played a considerable part in framing the Regulations of 1802. After the abolition of the Adawlat Court and after the establishment of the High Court, Judges who had no knowledge of Indian laws or Indian customs, had come from England and attempted to dispense justice. Being foreigners, they brought with them knowledge of the laws of their own country, particularly laws relating to the landlord and the tenant of Great Britain into the Indian courts. Most of the trouble in the Madras Presidency for the cultivator has been due to the wrong interpretation put by the Judges, who were ignorant of the common law of the country, on clauses 1-4 of section 11 of the Rent Recovery Act, on the sections

Village
panchayats.

Litigation
has been the
bane and
cause of the
ruin of the
Indian ryots.

of the Permanent Settlement Regulation XXV, Patta Regulation XXX, Kurnams Regulation XXIX, Regulations XXVII and XXVIII of 1902, and other laws relating to the landholders and the cultivators.

The Hon'ble Mr. Forbes described this in a very effective manner in the speech which he delivered on the Madras Estates Land Bill and which is published elsewhere. Litigation in the courts was flourishing, until the economic depression of the world and India started in 1930. Since then, all business including agriculture and trade and industry has been most seriously affected and money had become scarce. When there is no money on hand, naturally the litigation in courts decreased. To-day the lawyers and the courts have been most seriously affected because the people have no money for stamp duty and fees and payment to lawyers to contest their disputes in the duty established civil courts and revenue courts, as they had been doing before.

With the advent of the Provincial Autonomy, agitation started for the revival of the village panchayat and the new consciousness of the masses regarding their own economic condition, has made the matters worse for the law courts and litigation. This is not a matter for regret; but on the other hand it must be considered as a blessing in disguise, perhaps the only blessing that has been derived by this country through the economic depression and the reformed constitution.

Under these circumstances, it is no wonder, if even the Revenue Courts and the Collectors have become very unpopular amongst the cultivators and also the landholders.

The witnesses examined by us on behalf of the cultivators, uniformly deposed against the Revenue Divisional Officers exercising any jurisdiction in deciding the disputes between the landholders and the cultivators. We cannot blame the Revenue Divisional Officers or Collectors of the modern day, if they do not command the same confidence and respect as those of the ancient days. When they are charged not with a single special duty, but with so many other matters, how can they be expected to find time to do full justice between the landholders and the cultivators?

Special tribunals consisting of experienced Revenue Officers to be entrusted with the jurisdiction to try and decide all revenue matters.

Similarly, the Civil Courts have also become very unpopular because of the delays of the law. Under these circumstances, we are called upon to recommend to the popular Legislatures, which tribunal would be best suited to decide these disputes. We have given our anxious consideration to this question and we have come to the conclusion that the courts as they are constituted to-day are the least fitted to decide the disputes between the landholders and the cultivators. But under the present financial condition we cannot suggest that entirely a new set of tribunals be appointed for this special purpose from the bottom to the very top. We suggest that from amongst the Revenue Divisional Officers and their subordinates the best of the men who are qualified to do justice promptly and impartially should be constituted as Special Tribunals to deal with all matters relating not only to landholders and tenants but also between the Government and ryotwari tenants. The Revenue Board should not be in charge of the Appellate Jurisdiction. One or two or three special tribunals for the whole Presidency may be appointed to hear the appeals and decide them finally in all revenue matters.

In re-constructing the Judicial Machinery for this purpose, the Legislatures and the people should bear in mind the principles and the rules by which the British rulers of more than 100 years ago, were guided and endeavour to follow them as far as possible.

In spite of the supposed progress made until now in the Judicial Administration, as in so many other matters we feel that the present system of judicial administration has failed to give relief to the masses, and has become prohibitively expensive.

Therefore, we suggest that the people should bear in mind what Lord Cornwallis said in his minute of the 11th February 1793 about the newly established courts and the proposals made by them to take judicial relief to the door of the villagers. We give the following extracts from the Board's Proceedings, dated 23rd March 1815, Judicial department :

Paragraph 8.—“ We must here remark that when the present Judicial System was introduced into the Provinces of Bengal, Behar and Orissa, the number of depending suits in the Dewanny Adalat was stated by Lord Cornwallis in his minute of the 11th February 1793, at about 60,000. The consequent delay in the decision of suits was then described by him as follows :—“ ruinous to the suitors as defeating the end of the justice, and as striking at the root of the prosperity of the country.” Lord Cornwallis in the establishment of the system considered a speedy settlement of the causes to be a primary and essential object to be effectuated by it, observing as he justly did “ that the constitution of the courts should be so framed as to put it out of the power of the Judges to deny or delay justice, that individuals should by a mere application be able to command their interposition for the redress of injuries from whomsoever sustained.” It is to this

effect also that he observes in the same minute that “there must be courts of justice to punish oppression and exaction; and that the people must be satisfied that the remedy must be certain and effectual, and that it can be expeditiously applied.”

Paragraph 70.—“The original jurisdiction to be vested in these native officers of justice might extend to all suits instituted in their courts for personal property, not exceeding Rs. 200 for Malguzay to the same amount, and for Lackraje not exceeding 20 rupees assisted, as they should be, where either of the litigant parties desire it, by panchayat; and their jurisdiction might be final to the extent of five pagodas. Their appellate jurisdiction (either party in the appeal being allowed a panchayat) might be final in all cases not exceeding ten pagodas and also in regard to suits preferred in the zilla courts which the judges may in analogy to the nature of the references to potails and village panchayats which we have suggested, deem it proper to refer in the same special manner to those superior native judicatories, for final determination.”

Paragraph 71.—“By reverting to the established practice under the native Government, of employing the heads of the villages, and panchayats assembled within them, in the administration of justice with the introduction of district panchayats, as we have proposed; we are persuaded that we shall confer the most solid benefit upon our native subjects, and relieve the European Judges in a very considerable degree from that weight of judicial business, the pressure of which must necessarily have compelled them to depend in a great measure upon the inferior officers of their court, who are open to various temptations to betray their trust, and to deceive their superiors. The admission of the Potails and the curnams to this participation in the municipal administration will be attended with little or no expense to the litigants, for we propose that suits brought under the cognizance of those village officers should be altogether relieved from fees and stamp duties. The inhabitants, as we have before observed, will have their complaints enquired into at their very houses, where the transactions to be investigated can be much better understood, and what is no small consideration, where the enquiry will be conducted in a mode sanctioned by the ancient usages of the inhabitants. We are also persuaded that as the authority of these villages officers must necessarily be confined to the cognizance of such matter as occur immediately within their own little communities the history of which will be within the personal knowledge of every member of it, the best practicable facilities will thus be afforded to a prompt and satisfactory administration of justice.”

Board's
Proceedings
of 1815.

In continuation of this we gave also the extract from the minutes of the consultation in the Judicial Department of the Government, dated 1st March 1815.

*Extract from the minutes of consultation in the Judicial Department of Government,
dated 1st March 1815.*

Read—the following :—

Letter from Colonel Munro, First Commissioner, to the Chief Secretary to Government, Fort St. George.

4th.—The following are the points of modification in the judicial system on which the order for carrying them into execution is positive, and on which no other discretionary authority is left with Government than merely as to the manner in which this is to be done :—

- (1) No further appeal to be permitted to lie “from a decision of a Zillah Court on an appeal from the Register, or from any Native Tribunal.”
- (2) Village panchayats to be authorized to hear and determine suits.
- (3) The Potal or Head of the village “by virtue of his office to execute the functions of commissioner within the village, in the several modes prescribed by the Regulations.”
- (4) Intermediate native judicatures between the Village and Zillah “court to be abolished and to be invested with a jurisdiction over a certain number of villages, so as that there may be three, four or five in a Zillah; and the judges to receive a fixed salary in addition to a fee on the institution of suits brought before them.”

The order for the establishment of these Native Judicatures though not absolutely unconditional, is so far positive that nothing but some very serious obstacle is to prevent its execution.

- (5) The panchayat on a larger scale than that of the village, so as to have a greater selection of persons “to be employed under the Native District Judge.”

Paragraphs
68, 70 and
71.

- Paragraph 71.** (6) Suits brought under the cognizance of the potails and karnams to be altogether relieved "from fees and stamp duties."
- (7) The Sudder to receive from the Subordinate Courts and furnish Government with yearly or half-yearly reports of the nature and number of suits in which the following particulars are to be stated:—
- (1) The number of suits instituted in each Court now existing or hereafter created; decided or dismissed; appealed or not; to what court; confirmed or reversed.
 - (2) Original and appellate courts to shew the original and appeal suits and proportion of appeals, reversed or confirmed.
 - (3) Average value of matter litigated; nature of the dispute; situation of the parties, particulars in cases of land; whether paying rent to Government or Zamindar, or other holders of land.
- Paragraph 84.** (8) The village police agreeably to the usage of the country to be re-established, in the zamindari countries and placed under the orders and control of the Magistrate—and "in such other parts of the Madras Possessions in which it may be found neglected or in a mutilated condition, to be so restored to its former efficiency."
- Paragraph 85.** (9) On the completion of the Village Police, the Darogha establishment and the Police Corps to be reduced as far as practicable.
- Paragraphs 89, 90, 93 and 94.** (10) The superintendence of the village and Zillah Police to be transferred to the Collector.
- Paragraph 95.** (11) The Police of the Districts to be under the Tahsildar instead of the Darogha.
- Paragraph 97.** (12) "The Agents of the Collector in the administration of the Police will be the District Amildars or Tahsildars, and the Village Potails, karnams and Palliars aided as occasion may require by the Amildars, Peons and by Cuwalls and their peons in large towns."
- Paragraphs 95 and 102.** (13) The office of the Zillah Magistrate to be transferred to the Collector.
- Paragraphs 105, 106 and 107.** (14) The enforcement of the Pottah Regulation to be secured by an adequate process under the superintendence of the Collector in his magisterial capacity.
- Paragraph 107.** (15) "No demand of a zamindar, etc., for arrears of rent should be receivable in any Court, but upon a Puttah.
- Paragraphs 106 and 107.** (16) No zamindar to be at liberty to proceed to sell under distraint without order from the Collector.
- Paragraph 109.** (17) Cases of disputed boundaries to be decided upon by the Collector on the verdict of a panchayat."

The extracts given above have laid down the lines that should be adopted by the Legislative Assembly in reconstituting the judicial system so far as it relates to these revenue matters. Lord Cornwallis deplored the accumulation of arrears in the newly established courts to sixty thousand and pointed that, if that was not checked and remedied, the whole system was ruinous to the litigants and calculated to defeat the ends of justice and strike at the very root of the prosperity of the country.

He, therefore directed that the constitution of the courts should be so framed as to make it impossible for the judges to deny or delay justice and give immediate relief to the individuals on mere application without incurring any stamp duties. It was further proclaimed that suits brought within the jurisdiction of the munsifs and karnams should be free from fees and stamp duties.

The constitution of the courts, in our opinion, in settling all disputes between the landholders and the tenants should be modelled on the lines marked out in the Board's Consultations of 23rd March 1815 and Minutes of Consultation in the Judicial Department, dated 1st March 1815. Establishment of such tribunals would give the required relief to the masses.

Absence of complaints in South Arcot. Accessibility and industry of the Collector.

"In my passage through South Arcot nothing struck me so much as the almost total absence of complaint. I never was in any district in any part of India where there was so little. The very few complaints that came before me were all either of a very trifling nature, or had before been examined by the Collector himself. Great praise is due to him on this account. He hears and sees everything himself, and devotes his whole time to the affairs of his district, so that he is well known to every inhabitant, and all of them have ready access to him at all times. It is not merely that they have ready access, but that he enters into a patient inquiry regarding their case."

CONCLUSION.

Under this Chapter OUR conclusions are as follows :—

PATTAS AND MUCHILIKAS.

- (1) The exchange of pattas and muchilikas every year or periodically should be done away with, and permanent pattas with permanent and unalterable rent and permanent tenure should be issued, in the same manner in which sanads and kaboliyats are exchanged between the Government and the landholders. Chapter IV of the Estates Land Act must be deleted.

DISTRRAINT AND SALE.

- (2) (a) With regard to distraint and sale of property and imprisonment of the cultivator, WE are of opinion that no power should be given to the landholder to distrain and sell the properties.
 (b) There should be no imprisonment of the cultivator.
 (c) There should be a first charge on the crops for the dues payable to the landholder towards land revenue.
 (d) Distraint and sale of the crops standing or heaped up after the harvest, should be carried on through special revenue courts, in the same manner in which they are done for the recovery of peshkash from the landholders by the Government.

IRRIGATION WORKS.

- (3) (a) As regards repairs of irrigation works referred to in Chapter VIII of the Estates Land Act, WE are of opinion that the cultivators in the zamindari areas are entitled to use the water for irrigation purposes both for first and second crops, without being liable to pay any tax to the zamindar. The right of the cultivator to water-supply is an inherent right and whatever rights vested in the zamindars under the Madras Irrigation Cess Act VII of 1865 or any other law, are the rights that were intended to enure for the benefit of the cultivators. Madras Irrigation Cess Act should be amended so as to vest cultivators rights in time.
 (b) Landholders are bound to maintain the ancient irrigation works in good repairs and also to construct new ones for the benefit of the cultivators, in consideration of the land revenue paid by them to the Government or to the landholder on their behalf; because, from the earliest times the land revenue has been collected by the rulers only for two purposes :—
 (1) Maintaining works of public utility; and
 (2) to carry on the administration and give protection to the people.
 (c) The landholder is not entitled to claim enhanced rents on the ground that repairs had been carried on or that new irrigation works were constructed; nor is he entitled to claim that the cultivator should bear a portion of the cost of the repairs or that of the newly constructed work.
 The rule laidd own by the Privy Council in I Indian Appeal, page 364, in the case of the *Madras Railway Company v. Zamindar of Karvetnagar*, that “ the public duty of maintaining existing tanks and of constructing new ones in many places was originally undertaken by the Government of India and upon the settlement of the country has in many places devolved on zamindars of whom the defendant is one. The zamindars have no power to do away with these tanks, in the maintenance of which large numbers of people are interested, but are charged, under Indian Law, by reason of their tenure, with the duty of preserving and repairing them.”
 (d) WE hold that Chapter VIII of the Estates Land Act must be deleted and a simple procedure prescribed to call upon the landholder to execute the work immediately and if he fails to do it within a given time, the Government should undertake to carry it out and recover the amount spent by them as part of the revenue. Relief must be given to the cultivators, on an application only and by making the cost of application not to exceed 8 annas. He should not be compelled to institute a suit that will involve heavy costs and waste of time.

FOREST RIGHTS, ETC.

- (4) (a) The right to the soil in the cultivated and the uncultivated land of the forest, porambokes, etc., originally vested in the villagers, when the village system existed and subsequently continued to be vested in each individual, when the ryotwari system was introduced. Therefore the right to the soil of the forest, porambokes, communal lands, etc., also vested in the cultivators. Such of the land as was reserved for communal purposes, forests, porambokes, etc., remained

as the common property of the villagers. On the evidence oral as well as documentary, statutory and judicial, WE are of opinion that the cultivators are entitled to exercise their customary rights for the utilization of the forest and other communal lands, for grazing of cattle and for collection of green manure or wood for agricultural implements, etc. WE also hold that the tenants have got the inherent right to use forest porambokes and communal lands, for their domestic and other agricultural purposes free of cost. Public paths, communal lands, hill and forest porambokes all belong to the cultivators as common properties. They have common interest in the forest produce such as minerals (including limestone and laterite), surface soil, trees, timber, plants, grass, peat, canes, creepers, reeds, fibres, leaves, moss, flowers, fruits, seeds, roots, galls, spices, juice, catechu, bark, caoutchoue gum, woodoil, resin, varnish, lac, charcoal, honey, and wax, skins, tusks, bones and horns.

(b) As regards mineral rights under the surface, the landholder has no manner of right to them. No such right was assigned to him in the sanad issued in his favour. What was conveyed to him under the sanad is only the right to collect rent on the land that was already under cultivation and also the right to distribute the waste land for purposes of cultivation so as not to charge a rent higher than the one fixed at the time of the Permanent Settlement.

In the Sanad-i-milkeut Istimrar, it is said as follows:—

“ . . . you shall conduct yourself with good faith towards your ryots, whose prosperity is inseparably connected with your own; you shall treat them with tenderness, *encourage them to improve and extend the cultivation of the land, and lay the foundations of your own happiness in the permanent prosperity of your zamindari.*”

Not one word is mentioned anywhere in the sanad, issued by the Government to any landholder about giving any rights to him in the minerals that lie under the surface of the earth, the possession of which is with the cultivator. The right to the minerals, naturally vested in the cultivators as the original owners of the soil. Their rights are subject to the rights of the Government, under the Acts that are already in force. The landholder cannot therefore, claim any rights to the minerals under the earth, that are in the ryoti-land belonging to the ryots.

MINES.

In Board's Standing Order No. 25, mines have been classified into three—

- (1) Government mines,
- (2) Private mines, and
- (3) Shared mines.

Government mines are those rights of the Government to subterranean minerals in the ryotwari lands assigned after 1871. The assignments of waste lands to landholders before 1871 did not contain any specific reservation of mineral right to Government. After 1871 mineral rights were reserved to Government. The lands assigned after 1871 and the waste lands are considered Government mines. Those lands which were assigned before 1871 were considered as private mines. The inams and the estates also were classed as private mines with full rights. This classification was made without realizing the implications of the original grants, either to the inamdars or to proprietors at the time of the Permanent Settlement.

In the pre-British period, ryots and the renters were only those engaged in agriculture of the surface of the land and there were no mining at all. Conditions in the sanads and regulations clearly dealt with only the surface or usufructuary rights, and never with sub-soil rights.

Clause 12 of the sanad of any estate may be looked into. That clause refers only to expansion of cultivation and none other.

(c) In all unreserved forests the cultivator has an undisputed right. In reserved forests also he has the same rights, but reserved forests having come under the control of the Government, whatever natural and customary rights he has been enjoying from the time of his ancestors, he will be entitled to enjoy even in reserved forests, without paying any cost, but subject to the rules and regulations framed by the Government for the preservation of the forest, for the common benefit of the people as a whole.

(d) Whatever income is derived from the forests reserved or unreserved, within the zamindari belongs to the cultivators or the inhabitants of the village as a whole, and that must be utilized, for the common benefit of the villagers, including the landholder, whenever the landholder may possess private land along with the cultivators.

(e) Even though the right to the soil of the forest belongs to the cultivators they cannot be permitted to cut off all the forest and reduce it to cultivable land, because the preservation of forest is essential for the very existence

of the villagers. Wherever the forests are cut off, the villagers will be deprived of the prospects of getting sufficient quantity of rain in proper seasons. Therefore, it is the duty of the State to keep the control over the forests within its own hands, until it is handed over to the village panchayats when they become fit to manage them.

- (f) The existing forest panchayats have not been functioning well. Various complaints have been made in the course of the evidence recorded, against the forest panchayats. In some cases the forest panchayat boards are formed and the management of the forests has been entrusted to them. They in their turn lease out the rights to contractors with a view to make profit and the cultivators have been put to unbearable loss on account of the denial of their ordinary rights.

In the forest department there are many appointments on the top that are not needed any longer. They may all be retrenched and provision made for carrying on the forest administration with a lesser cost without prejudice to efficiency.

As regards the right to the trees on patta lands it follows on the conclusions already arrived at with regard to the right to the soil; that the trees always belong to the ryots and not to the landholders. At the time of the Permanent Settlement we find it inserted as a condition of sale in Havelly Estates that the landholder would be entitled to share in the tamarind trees and that the fruits of the coconut trees planted in the streets exclusively belong to the villagers and that the landholder had no interest in such trees. There was a litigation in 1911 after the Estates Land Act came into force between the Rajah of Venkatagiri and some of his tenants on the question of ownership to the trees. The Zamindar claimed the right to himself but the Judge held on 6th October 1908 that the tenants were entitled to the trees on patta-lands and their produce and that the landholder had no manner of right to them, following the decision in I.L.R. 25 Madras, 252, at page 256.

It may therefore be declared generally, that all trees on patta lands belong to the ryots and the landholders have no right whatever to them or to their produce.

We are of opinion that the landholder is entitled to only the melvaram right of the Government that has been assigned to him, the kudivaram right having remained with the cultivator always.

- (5) *Survey and Settlement of rent.*—Chapter XI of the Estates Land Act which deals with Survey and Record of Rights, was planned and enacted for enabling the courts to ascertain fair and equitable rent on the basis prescribed for ascertaining the values and commutation prices. The whole of this procedure so far as it relates to the fixing of rates of rent, on the ground of rise or fall in prices does not apply to ryoti lands on which rents had been permanently fixed at the Permanent Settlement. Therefore, all the provisions that related to investigation into the prices or other causes, contained in the clauses relating to enhancements, commutations of rents, etc., and fixing rents according to the discretion of the Collector, should be deleted.

Survey may be had wherever it had not already been done, to remove doubts and uncertainties about the extent of individual holdings.

- (6) *Remission.*—Remission has been given from time immemorial beginning from the Hindu rulers. Remission was a natural right that followed the original mode of assessment, viz., the varam basis. When there was no yield, the Government suffers along with the cultivator, and remission is automatic. But remission has been denied to the cultivator after the introduction of the money rent system on the analogy of the rule laid down in the Permanent Settlement Regulation XXV of 1802. The landholder being the assignee of the land revenue, could afford to pay the peshkash without asking for any remission because of the enormous profits which he has been making. But the position of the cultivator who has to labour on the soil and take all the risks of draught and floods and pests is different. We are therefore of opinion that a provision should be made in the new statute, that remission should be given when the land fails to yield on account of any Act of vis-major.

- (7) *The forum.*—As regards the jurisdiction of courts our conclusion is that the courts of the present day, Civil or Revenue, are not the best fitted to decide disputes between the landholders and the cultivators, as they are now constituted. They are very costly and their delays have become proverbial. We cannot create new courts under the present financial conditions, for hearing and settling the disputes between landholders and cultivators. We are therefore of opinion that the best of the Revenue Divisional Officers should be detached

from their ordinary work and appointed as special officers to deal with all revenue cases. The Revenue Board should not have the appellate or revisional jurisdiction nor should the Government exercise any jurisdiction in this connection. As is provided for in the Government of India Act, special tribunals should be appointed, invested with appellate and revisional jurisdiction, with Headquarters at Madras, on a salary not exceeding Rs. 500. Their decision shall be final. The municipal courts should have no jurisdiction over these matters.

STATEMENT SHOWING EXTENT OF LAND, ETC., IN FASLI 1210.

On a review of all available authorities and the consideration of the evidence given both on behalf of the landholders and the cultivators we have already stated that the occupancy rights of the cultivators and the rates of rent or revenue payable by them to the landholder had been permanently fixed at the time of the Permanent Settlement and that it was not open to either party or anybody to contend that the rates of rent could be enhanced or decreased and the character of the tenure could be changed. We have further pointed out that in calculating the rates of rent on that basis the rates of rent on all cultivated lands as they had obtained at the time of the Permanent Settlement should be ascertained and applied in cases of dispute between the landholders and the cultivators even if such a dispute should arise 100 or 150 years after the Permanent Settlement, so far as land that was actually under cultivation was concerned.

Next with regard to the waste land that was brought under cultivation subsequent to the date of the Permanent Settlement, we have submitted to the Hon'ble Members of the Legislatures and the Government that the rates of rent leviable on the land that was brought under cultivation after the Permanent Settlement should not exceed the rate of rent fixed at the time of the Permanent Settlement on cultivated lands. Having fixed these rules, the next step is to ascertain the rates on cultivated lands and the extent of the cultivated land as they had existed before the date of the Permanent Settlement. After ascertaining the same we have to find out the total extent of land actually under cultivation to-day. Deducting the area that was under cultivation at the time of the Permanent Settlement from the total area under cultivation to-day, we ascertain the area that has been brought under cultivation subsequent to the date of the Permanent Settlement. When these figures are ascertained, it is a matter of mere calculation of what the total rent which the landholder is entitled to claim from the cultivator is. It may not be possible to assess the rates of rent on the land subsequently brought under cultivation to the minutest detail according to the tharam or classifications of the soils of lands. To avoid unnecessary waste of energy and labour and confusion we recommend to the Legislatures that all the land that had been brought under cultivation subsequent to the Permanent Settlement should be assessed equally at the rate of rent that prevailed at the date of the Permanent Settlement. On this basis the total extent of land can be fixed and the permanent rate of rent can be ascertained and that can be declared as the shist payable by the cultivator to the landholder. It shall be permanent along with the peshkash as intended by the Authors of the Regulations of 1802 and as enforced by the Government of Madras and the Board of Revenue at every stage resisting the claims of the landholders.

With regard to the land that may be brought under cultivation hereafter, that is, after the new legislation, a separate patta may be granted for such lands fixing the shist in perpetuity.

After placing these recommendations, we feel bound to place before the Legislatures and the Government all available material for working out these results. For this purpose we have collected the information from the Government records and framed a statement showing the permanently settled zamindaris with full particulars including extent of the land cultivated in fasli 1210, that is, before the Permanent Settlement. The extents were shown in those days in 'garces' and the income was calculated on the basis of these garces. We have published the statement below. It is rather a long one. Still, we have considered it desirable to put it in the body of the report, so that it will be available for ready reference and also for easy understanding. This statement covers most of the estates, perhaps more than 75 per cent of the estates. With regard to the rest for which the information is not placed in a cut and dry form in the form of the statement, the figures may be ascertained by a comparison of the rates of the neighbouring Havelly Estates for which figures are always available and also the neighbouring zamindari estates for which particulars are given in the following statement.

The particulars relating to the extent under cultivation, etc., at the time of the permanent settlement are given in the statement attached to Webb's report on *Conversion rates*.

The definition and rules relating to conversion rates are discussed in the chapter on Vizianagram estate.

No. I. STATEMENT SHOWING THE PERMANENTLY SETTLED ZAMINDARIS WITH (1) EXTENT OF LAND CULTIVATED, (2) INCOME ON WHICH THE ASSESSMENT WAS FIXED AND (3) THE AMOUNT OF PESHKASH FIXED.

ESTATES IN CIRCARS—GANJAM AND VIZAGAPATAM DISTRICTS.

Statement showing the permanently settled zamindaris, their cultivated areas, incomes and peshkash.

Name of the Zamindari.	Num-ber of vil-lages.	Extent of land cultivated in		Income on which the assessment was fixed.	Source of income.	Present pesh-kash.	Pesh-kash fixed.	Remarks.
		High ground.	Low ground.					
		(3) (a)	(3) (b)					
(1)	(2)	GARCES. P. T. A.	GARCES. P. T. A.	(4)	(5)	(6)	(7)	(8)
				RS.			RS.	
VIZAGAPATAM.								
Second division.								
Vizianagaram	1,157	24,849 0 0 0	54,712 0 0 0	(a) 7,16,708 (b) 7,21,518	..	..	5,00,000	Income + Rs. 22,000 as there are waste lands which can be brought under cultivation.
Paleonda	225	1,915 0 0 0	10,226 0 0 0	(a) 77,765 (b) 76,339	..	..	55,000	Income + Rs. 3,600 as the lands are fertile and there will not be any fluctuation of income.
Maringy	68	777 0 0 0	2,849 0 0 0	(a) 29,045 (b) 29,468	..	..	18,500	Income — Rs. 1,100, lands being unfavourable for cultivation.
Curpam	66	968 0 0 0	2,727 0 0 0	(a) 24,991 (b) 25,210	..	..	14,500	Income — Rs. 2,200 due to maintenance of defensive peons, etc.
Sungamvalasa	20	229 0 0 0	791 0 0 0	(a) 9,922 (b) 10,065	..	..	6,700	Income + Rs. 100, lands fertile income not liable to fluctuation.
Bhemudu	15	222 0 0 0	571 0 0 0	(a) 9,278 (b) 9,589	..	..	5,000	Income — Rs. 1,200, soil not productive.
Tadapanchpetta	15	1,622 0 0 0	234 0 0 0	(a) 7,480 (b) 7,438	..	..	3,000	Income — Rs. 2,000 for main-tenance of defensive peons.
Valur	153	2,105 0 0 0	5,670 0 0 0	(a) 50,724 (b) 53,243	..	..	36,000	Income + Rs. 2,200 as the zamindar was prepared to pay 4,000.
Bobbili	193	2,735 0 0 0	12,033 0 0 0	(a) 1,28,240 (b) 1,26,313	..	..	90,000	Income + Rs. 4,500 as it is capable of improvement.
Andra	33	248 0 0 0	375 0 0 0	(a) 3,265 (b) 3,235	..	..	1,380	Income — Rs. 800 as the in-come is too small.
Madgole	108	1,763 0 0 0	5,661 0 0 0	(a) 42,396 (b) 60,863	..	..	35,000	Income + Rs. 6,800 as there is abundant supply of water from rivers.
Golconda	67	2,538 0 0 0	3,840 0 0 0	(a) 13,130 (b) 13,124	..	..	10,000	Income + Rs. 2,200.
Cassipuram	1	.. ..	.. ..	816	..	..	600	Income + Rs. 56.
Sevapally Bheemavaram	13	88 0 0 0	32 0 0 0	815	..	..	400	Income — Rs. 143.
Jayapur .. ..	..	.. ..	.. ..	43,947	..	..	16,000	
Belgaum	14	160 0 0 0	1,530 0 0 0	(a) 15,282 (b) 14,861	..	..	10,500	Income — Rs. 200.

The figures marked (a) are taken from the report and those marked (b) are taken from the statement which is an enclosure to the report. There are slight variations in the figures.

Name of the zamindari.	Num-ber of vil-lages.	Extent of land cultivated in five years before the famine and previous to fash 1199.		Income on which the assessment was fixed.	Source of income.	Present pesh-kash.	Pesh-kash fixed.	Remarks.
		Pullum.	Mettoo.					
		(3) (a)	(3) (b)					
(1)	(2)	GARCES. P. T. A.	GARCES. P. T. A.	(4)	(5)	(6)	(7)	(8)
				RS.			RS.	
VIZAGAPATAM.								
Third division.								
1 Kimidy	1,05,742	Land rev- enue.	80,000	80,000	Income + Rs. 9,500.
Chicacole Havelly.								
2 Polanky estate ..	16	2,621 13 0 0	214 2 0 0	* 2,17,119	24,811½	Slightly less than the value of the Havelly.
3 Woolam	6	1,849 20 0 0	97 27 0 0				11,770½	
4 Byres	7	2,084 2 0 0	168 10 0 0				23,000	
5 Wammervelly ..	7	1,643 15 0 0	84 9 0 0				21,661½	
6 Pooroshottapuram	11	1,693 0 0 0	273 3 0 0				17,277	
7 Wadaudah	16	2,102 7 0 0	340 3 0 0				29,528	
8 Doosy	11	1,049 27 0 0	165 16 0 0				13,879½	
9 Kintally	15	809 16 0 0	302 10 0 0				13,524	
10 Honjaram	5	881 22 0 0	153 6 0 0				11,697	
11 Sheermahamedpuram.	17	784 1 0 0	792 7 0 0				18,098	
12 Coopellie	16	211 21 0 0	400 11 0 0				8,409	
13 Wongaradah	3	252 27 0 0	75 23 0 0				3,082	
14 Seeriporam	8	523 13 0 0	186 8 0 0				10,069	
15 Bammallee	79	2,300 18 0 0	1,233 15 0 0	27,938	..	..	28,992
16 Jalmoor	48	2,974 24 0 0	267 21 0 0	25,430	..	..	30,508
17 Nagarecatacam ..	12	879 3 0 0	110 14 0 0	10,020	..	..	9,800
18 Karakavalasah ..	42	1,239 27 0 0	206 28 0 0	11,258	..	..	11,392
				2,91,763			2,87,000	
Teckally Havelly.								
19 Nandegaum	63	1,411 26 7 2	85 16 12 2	* 56,352	16,000	Fixed on the basis of the collec-tions of seventeen years.
20 Ragouaudaporam ..	61	974 10 15 2	53 23 9 2				10,700	
21 Booragaum	75	1,370 3 12 0	199 25 4 2				18,300	
							45,000	

ICHCHAPUR DISTRICT.

Northern division of Chicacole.

21 Gumsur Zamindari ..	501	..	..	71,297	..	..	70,000	Fixed on the basis of the collec-tions of seventeen years.
22 Daracote	127	..	..	* 59,413 includes salt, sayer, etc.	..	..	25,000	Income — Rs. 13,504.
23 Hautghur	223	..	..	* 1,50,000 includes salt, sayer, etc.	..	..	55,000	Do. — Rs. 42,939.
25 Vizianagar .. ..	..	..	..	* 90,000 includes salt, sayer, etc.	..	..	23,000	Do. — Rs. 35,335.

ESTATES IN CIRCARS—GANJAM AND VIZAGAPATAM DISTRICTS—*cont.*

Statement showing the permanently settled zamindaris, their cultivated areas, incomes and peshkash -- *cont.*

Name of the zamindari.	Number of villages.	Extent of land cultivated in five years before the famine and previous to fasli 1199.		Income on which the assessment was fixed.	Source of income.	Present pesh-kash.	Pesh-kash fixed.	Remarks.
		Pullum.	Mettoo.					
		(3) (a)	(3) (b)					
(1)	(2)	GARCES. P.T.A.	GARCES. P.T.A.	RS.	(5)	(6)	(7)	(8)
ICHCHAPUR DISTRICT—Cont.								
Northern division of Chicacole—Cont.								
26 Pratapgerry ..	110	..	..	* 70,881 includes salt, sayer etc.	..	..	20,000	Income — Rs. 26,480.
27 Turlah ..	48	..	..	* 15,347 includes salt, sayer, etc.	..	..	4,000	Do. — Rs. 5,895.
* Circuit Committee figures.								
28 Panloor ..	33	..	..	* 5,363 includes salt, sayer, etc.	..	..	1,200	Two-thirds—Rs. 1,842.
29 Hoomah ..	9	..	..	* 5,171 includes salt, sayer, etc.	..	..	1,200	Two-thirds—Rs. 1,714.
30 Birridi ..	71	..	..	* 11,886 Land revenue plus forest produce (timber).	..	..	4,500	Two-thirds—Rs. 2,902.
31 Suringhy Zamindari ..	47	..	..	* 18,709 includes salt, etc.	Land revenue.	..	3,500	Two-thirds — Rs. 8,731.
32 Chiguthy ..	107	..	..	* 69,285 includes salt, etc.	..	..	34,000	Two-thirds — Rs. 11,797.
33 Terradah ..	30	..	..	* 8,393 includes salt, etc.	..	..	2,000	Two-thirds — Rs. 2,559.
34 Burraghur ..	75	..	..	* 27,738 includes salt, etc.	..	..	4,000	Two-thirds — Rs. 13,583.
35 Seerghur ..	32	..	..	* 17,995 includes salt, etc.	..	..	5,500	Two-thirds — Rs. 6,137.
36 Sooradah ..	55	..	..	* 19,055 includes salt, etc.	..	..	2,500	Two-thirds — Rs. 9,301.
37 Hoodarsinghy ..	14	..	..	* 2,500 includes salt, etc.	..	..	500	Two-thirds — Rs. 1,167.
38 Mandasah ..	90	..	..	* 35,666 includes salt, etc.	Land revenue forest.	..	14,000	Two-thirds — Rs. 9,081.
39 Calicoote ..	58	..	..	* 59,320 includes salt, etc.	Land revenue.	..	19,000	Two-thirds — Rs. 19,349.
40 Jellantira ..	158	..	..	* 16,232 excludes salt, etc.	..	..	7,000	Two-thirds — Rs. 3,831.
41 Moherry ..	182	..	..	* 1,10,802 90,640 excludes salt, etc.	..	..	60,000	Two-thirds.
Havelies.								
			Peddoro. Rs.	Billo. Rs.				
42 Barwa Purgannah ..	4	..	4,782	22,880	* 9,398	..	7,800	
43 Montreddy Purgannah ..	8	..	8,532	35,523	* 19,372	..	8,100	Montreddy estate.
	12	..	4,534	37,526	..	..	9,900	Sonnapuram estate.
Zamindari estates.								
44 Moherry assumed								
(a) Govindapuram ..	..	..					6,000	
(b) Senkrapooram ..	..	..					14,500	
(c) Durrani ..	..	..					14,500	
(d) Haldreshpedra ..	..	..					14,000	
(e) Ghauti nauree ..	..	..					5,000	
(f) Coolandah ..	..	..					11,700	
(g) Golabundah ..	..	..					7,000	
(h) Laoty ..	..	..					5,500	
45 Coorlah mootah ..	7	..	7,360	24,585	* 5,902	..	4,800	
46 Aska Purgannah ..	7	..	8,907	24,702	* 12,317	..	4,700	Aska estate.
	5	Comau-ree.	13,180	Comau-ree.	29,460	..	6,000	Comau-ree estate.
47 Hingilly mootah ..	4	..	9,725	24,065	* 8,032	..	6,500	
48 Teristanum Purgannah ..	4	..	3,327	11,439	* ..	..	3,800	
49 Bamanchoy mootah ..	2	..	4,590	16,630	* 3,357	..	3,200	
50 Bavanpore mootah ..	13	..	9,222	36,240	* 6,507	..	5,000	
Havelly lands of first division, Masulipatam.								
1 Nellapilli ..	10	..	..	Star pagodas. * 3,260 Exclusive of sayer and salt.	..	..	2,498	Average of the collection of the 13 years being S.Ps. 2,498 only.
Baudamalanka ..	6	..	..	* 2,420 Exclusive of salt and sayer.	..	..	2,324	Average of the collections of the 13 years being S.Ps. 2,324 only.
* Circuit Committee figures.								

ESTATES—GODAVARY AND KISTNA.
Statement showing the permanently settled zamindari, their cultivated areas, incomes and peshkash—*cont.*

(6)

Name of the zamindari.	Number of the villages.	Total extent of the land cultivated in fasli 1211.	Income on which the assessment was fixed (as valued by the Circuit Committee).	Source of income.	Present peshkash.	Peshkash fixed.	Remarks.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		P. T. M.	S. Ps.			S. Ps.	
<i>Havelly lands of the second division, Masulipatam—Muglatare Havelly.</i>							
1 Attely mootah	22	1,457 0 7½	12,359 25 16	13,746	The figures in column (4) are exclusive of income from salt, sayer, etc.
2 Pennigondah	24	1,373 16 8½	12,391 21 0	..	..	12,608
3 Siddanthum	18	674 16 13	8,109 8 32	..	..	7,507
4 Pennumadam	18	1,124 18 15½	8,294 0 0	..	..	8,577
5 Asunta	13	977 16 5½	13,511 12 48	..	..	13,376
6 Tanookoo	11	683 5 16	9,591 18 72	..	..	9,566
7 Dodepatla	9	515 14 16½	11,845 37 64	..	..	10,755
8 Covoor	17	604 0 15	11,159 21 0	..	..	9,591
9 Paroor	8	459 16 13½	6,793 25 16	..	..	6,863
10 Amalapuram	17	550 5 19½	6,663 6 24	..	..	6,232
11 Chayaru	9	669 15 13	7,850 29 32	..	..	7,214
12 Doda	4	812 4 12½	5,738 29 32	..	..	6,510
13 Neerassaram	13	1,586 13 4½	13,011 37 64	..	..	11,078
14 Cauza	25	1,096 12 3	12,711 35 16	..	..	9,853
15 Muglatare	28	1,308 1 9	15,726 29 32	..	..	11,167
16 Runupudi	20	1,839 7 12½	10,477 21 0	..	..	10,661
17 Pumedl	25	316 10 0	8,499 4 16	..	..	3,453
18 Bondadah	20	566 5 0	9,518 12 48	..	..	7,826
19 Wundi	21	1,068 7 1½	11,845 37 64	..	..	11,711
20 Sakenatpilli and Sravidu of late third division.	6	456 5 0	6,779 12 48	..	..	5,463
Total ..		17,140 14 10½	1,98,878 37 64			1,82,757	

Name of the zamindari.	Number of the villages.	Total extent of the land cultivated in fasli 1211.	Income on which the assessment was fixed (as valued by the Circuit Committee).	Source of income.	Present peshkash.	Peshkash fixed.	Remarks.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<i>2. Corcondah Havelly Division.</i>							
1 Murari	14	..	..	..	When Corcondah Havelly was in possession of the Zamindar, he paid Star Pagodas 16,161 as annual Jummah	5,222 0	Average of 13 years collections being 5,294 only.
2 Capavaram	15	..	..	..	..	4,626 0	Average of 13 years collections being S. Ps. 4,633 only.
3 Ragudavapuram	13	..	..	..	..	5,989 0	Average of 13 years collections being S. Ps. 6,334 only.
4 Naugumpillee	13	..	23,721 exclusive of salt, etc.	..	..	4,392 0	Average of 13 years collections being S. Ps. 4,457 only.
5 Nabobpetta	1	..	..	..	..	330 0	Average of 13 years collections being S. Ps. 316 only.
6 Nellumpollum	8	..	4,171	..	..	4,688 12-6/16	Average of 13 years collections being S. Ps. 4,672 only.
7 Rajahmundry	5	..	3,243	..	..	3,559 9-15/16	Average of 13 years collections being S. Ps. 4,169 only.

Name of the zamindari.	Number of the villages.	Total extent of the land cultivated in fasli 1210.	Income on which the assessment was fixed (as valued by the Circuit Committee).	Source of income.	Present peshkash.	Peshkash fixed.	Remarks.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		CUT. V. SIRCAR.	S. PS.			S. PS.	
<i>Fourth Division, Masulipatam.</i>							
1 Condapalli Estate	14	283	3,886	..	..	4,500	General average collection + 15½ per cent. (Improvable, has the advantage of industry.)
2 Vullor Samutt	10	398	7,637	..	..	6,000	General average collections + 21-2/5 per cent only very little waste lands.
3 Gundoor Purganah	32	424	8,135	..	..	7,600	General average collections + 6½ per cent
4 Acelmunnal Purgunnah	6	45	765	..	..	740	General average collections + 3-3/10 per cent.
5 Innegudru Purgunnah	13	65	2,436	..	..	1,800	General average collections + 26 per cent.
6 Peddanah Purgunnah	17	161	3,074	..	..	2,660	General average collections + 13½ per cent.
7 Deevie Purgunnah	16	551	21,812	..	..	17,600	General average collections + 19- 3/10 per cent.
8 Six islands	6	143	2,462	..	..	2,500	General average collections + 1½ per cent as there are means of improvement.
9 Nizampatam Estate	36	720	20,362	..	..	17,600	General average collections + 13½.
10 Nundekama zamindari	123	..	* 39,968	..	..	30,000	2/3. Gross income.
11 Devarakotta	66	..	* 44,014	..	..	29,340	2/3. Do.
12 Charnahal	68	..	* 52,229	..	..	34,820	2/3. Do.
13 Bezora	48	..	* 15,504	..	..	10,338	2/3. Do.
14 Mylavaram	53	..	* 6,140	..	..	5,200	2/3—1,107 (estate likely to improve permanently.)
15 Madagutto and zumulavoy	71	..	* 8,618	..	..	5,746	2/3.
16 Munnegala	19	..	* 3,856	..	..	1,285	2/3—S. Ps. 1,286 being a country subject to in roads of banditti, etc.
17 Lingagherry	6	..	* 409	..	..	139	2/3—134 being exposed to depredation.

NOTE.—Cultivated extent of land not given either by Collector or Special Commissioner for eight zamindaris.
* Circuit Committee figures.

ESTATES—SOUTHERN POLIAMS.

Statement showing the permanently settled zamindaris, their cultivated areas, incomes and peshkash—cont.

(1) EXTENT OF LAND CULTIVATED AND (2) INCOME ON WHICH ASSESSMENT WAS FIXED, ETC.

Name of the zamindari.	Number of villages.	Cultivated extent.		Gross income.	Source of revenue.	Revenue or peishkash previously paid.	Peshkash fixed.	Remarks.
		Nanja.	Punja.					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1 Ramnad	2,152	Cullins	Kortams.	142,100 0 0	..	60,857 30	94,733	2/3 of the income.
2 Sivaganga	1,937	139,857 2	38,979-41/64	125,626 0 0	..	50,000 0	75,000	More than 2/3 of the gross income. The figure given in column (5) seems to be incorrect.
<i>Tinnevely Pollams.</i>								
3 Ethiapore Estate ..	110	24,166 24 0	..	6,208 32	13,000	For the larger pollams 54 to 75 per cent and for smaller pollams 41 to 49 per cent of gross income.
4 Shevagiry	103	..	..	27,777 28 0	..	6,208 32	16,000
5 Wootamally	64	..	..	15,000 0 0	..	4,515 20	7,777
6 Chokumputty	55	..	..	13,333 12 0	..	3,668 32	7,800
7 Farevoor	24	..	..	6,666 24 6	..	1,851 14	8,500
8 Talabankota	5	..	..	1,777 22 0	..	338 24	800
9 Codumbur	14	..	..	2,666 24 0	..	564 16	1,100
10 Pauvaly	14	..	..	1,944 16 0	..	649 4	800
11 Gollaputty	9	..	..	1,944 16 0	..	649 4	1,000
12 Yailumuch	20	..	..	2,222 8 0	..	564 16	1,050
13 Allagapuri	7	666 24 0	..	80 14	200	65 per cent of the gross income. 66 per cent of the gross income.
14 Nadavakurchi ..	11	..	..	..	..	874 32	874
15 Maniachi	9	..	..	1,680 18 0	..	564 16	874
16 Surundai	7	..	..	440 28 0	..	282 8	200
17 Chennaligudi ..	6	..	..	2,646 4 0	..	942 18	1,800
18 Majhunda	9	..	..	1,274 32 0	..	564 16	564
19 Autengheri	6	..	..	2,168 32 0	..	959 20	1,000
20 Sundryur	14	..	..	2,125 6 0	..	1,072 16	1,100
21 Wurcaud Estate ..	1	..	..	5,075 22 0	..	169 12	3,700
22 Singampatti	1	..	..	3,549 4 0	..	174 16	2,300
23 Manarkota	18	Cawnies 5½	Cawnies 1/16	2,480 30 27	..	1,411 11	1,488	56-11/16 per cent.
24 Avadyapur	3	22 7	1,548 22½	2,117 18 11	..	880 6	1,270	
25 Shattor	3	..	..	5,071 12 58	..	2,822 8	3,583
26 Sapatur	47	290 9-1/10	3,018 8-1/16	3,857 14 70	..	3,217 12	2,582	
27 Collunkonden ..	4	..	..	..	..	203 8	5
28 Panjalankurchi ..	104	..	..	23,477 14	..	6,208 32	7,042
29 Colatur	10	..	..	1,961 10 0	..	564 16	559
30 Codulgoody	19	..	..	4,259 24 0	..	733 28	1,277
31 Yellarampunny ..	55	569 12	9,622 15-13/16	7,193 0 0	..	3,386 24	5,394	
32 Gollaputty	70	720 8	8,145 12½	6,313 0 0	..	3,668 32	4,734	
33 Nagiapuram	46	452 12½	11,425 22½	7,954 16 0	..	3,668 32	5,965	

WESTERN POLIAMS.

Western Peishkash.

1 Venkatagerry ..	971	Actual rates in Stratten's report.	244,259 0 0	..	21,673 0	111,058	The Peishkash fixed includes the commuted money for military service. The Zamindar was spending 1,27,323 S.Ps. for the maintenance of Military establishment which was asked to be disbanded. The commuted money payment for Military service was taken to be S.Ps. 89,385.
2 Calastry	854		129,050 0 0	..	10,775 0	54,398	The Peishkash fixed includes 43,623 being the commuted money payment for Military service.
3 Bomra Pollamuz ..	653½		96,987 0 0	..	32,586 0	53,618	Includes 21,032 S.Ps. being the commuted money payment for Military service.
4 Sydapore	115		20,814 0 0	..	6,600 0	9,424	Includes 2,824 being commuted money payment for Military service.

ESTATES—MASULIPATAM FIRST DIVISION.

First Division, Masulipatam.

1 Peddapore .. ..	..	..	284,178 0 0*	..	194,628 0	190,805	Includes 2,555 S.Ps. for Despondiah maniyam and allowances resumed and 420 S.Ps. for Rozina.
2 Pittapore .. ..	..	..	112,052 0 0*	..	72,762 0	73,994	Includes 205 S.Ps. for Rozina and 2,706 S.Ps. for Despondiah maniyam and allowances resumed.

Statement showing the permanently settled zamindari, their cultivated areas, incomes and peshkash—cont.

Name of the zamindari.	Number of villages.	Cultivated extent.		Gross income.	Source of revenue.	Revenue or peshkash previously paid.	Peshkash fixed.	Remarks.
		Nanja.	Punja.					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
				S.Ps.		S.Ps.	S.Ps.	
ESTATES—NUZVID 1ST AND 2ND DIVISIONS.								
<i>Third Division, Masutkapalam.</i>								
1 First division, Noczeed.	91,894 0 0*	..	..	60,000	
Second division, Noczeed.	50,276 0 0*	..	..	28,000	
				142,170 0 0			88,000	2/3 income—4,780 S.Ps.
2 Chintalapooty	6,264 0 0*	..	3,300 0	3,300	2/3 income—S.Ps. 876. Zamindari being small and situated in the frontier and thus liable to incursions.
3 Chennobundah	495 0 0	..	225 0	225	2/3 income—S.Ps. 105.
4 Ramachandrapuram-cottah.	38,698 0 0*	..	32,154 0	35,269	2/3 income + 9,470 S.Ps. as commission suspects the accounts to have been falsified.
5 Pollavaram	57,101 0 0*	..	32,652 0	30,200	2/3 income—7,868 S.Ps. due to bad nature of the country and to the distraction which have so long prevailed in the country.
6 Teleacherla	979 0 0*	..	550 0	550	2/3 income—103 S.Ps. Collector reports that Zamindari does not produce as estimated.
7 Vellah	616 0 0*	1	191 0	413	2/3 income.
8 Venkatayapottam	629 0 0*	..	250 0	556	2/3 income + 137 S.Ps. circuit committee's amount being low and 66 S.Ps. being added for Despondiah.
9 Muccamullah	168 0 0*	..	38 0	38	Existing peshkash confirmed.
10 Jaulemoody	114 0 0*	..	55 0	82	Figure in column (8) does not appear to be correct.
11 Voudaleassaro-pooram.	264 0 0*	..	182 0	182	
12 Panangapully Goody	337 0 0*	..	159 0	244	Includes 19 S.Ps. for Despondiahs, etc.
13 Vagampettah Mootah.	3,749 0 0*	..	2,750 0	2,500	2/3 income.

* Circuit Committee figures.

SOUTHERN POLIAMS.

Statement showing the permanently settled zamindaris, their cultivated areas, income and peshkash.

Name of the zamindar.	Number of villages.	Extent cultivated.		Extent of Pilloo Tursey or land let to pasture.	Gross income.	Source of income.	Revenue or pesh-kash previously paid.	Peshkash fixed.	Sornadayam or money collection productive on the lands proposed to be added to the Circar jumamah. (10)	Remarks.
		Nanjia.	Punjia.							
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
<i>Dindigul Division.</i>										
1 Vadasundoor ..	7	131	3-3/16	7,453	9-6/16	..	..	4,282	..	Gross collection plus 29 per cent.
2 Taudicomboo ..	2	326	2-15/16	5,571	4-6/16	..	..	3,627	33 40 73	Gross collection plus 6 per cent.
3 Vadamadura ..	2	246	14-11/16	3,612	14-15/16	..	..	3,251	233 27 22	Gross collection.
4 Balakrishnapuram ..	4	153	9-8 1/2/16	4,421	6-3/16	..	..	2,599	12 5 36	Gross collection plus 13 per cent.
5 Adianool ..	5	102	11-6 1/2/16	3,220	7 1/2	..	..	2,413	12 36 65	Gross collection plus 16 per cent.
6 Yeriadu ..	6	221	10-5/16	4,038	4-12 1/2/16	..	..	2,619	8 2 58	Gross collection plus 11 per cent.
7 Calatoor ..	4	314	3	3,887	11-13 1/2/16	..	..	2,680	3 4 7	Gross collection plus 20 per cent.
8 Taloor ..	11	189	13-12 1/2/16	6,034	4-5 1/2/16	..	..	2,820	49 39 42	Gross collection plus 23 per cent.
9 Yerracottah ..	13	136	6-5/16	8,256	2-11/16	..	..	3,477	2 38 15	Gross collection plus 17 per cent.
10 Madoor ..	8	246	13-7/16	5,059	0-3/16	..	..	3,135	33 42 21	Gross collection plus 41 per cent.
11 Shokumputty ..	7	188	13-14 1/2/16	3,883	14-5 1/2/16	..	..	1,878	35 42 21	Gross collection.
12 Pullepanaignoor ..	4	54	5 1/2	1,883	15 1/2	..	..	1,177	..	Gross collection plus 24 per cent.
13 Murnoot ..	10	240	6-11/16	3,188	13-7/16	..	..	1,677	49 26 31	Gross collection plus 38 per cent.
14 Tangara ..	2	973	4 1/2	1,794	2 1/2	..	..	3,598	30 9 61	Gross collection.
15 Malemungalum ..	2	867	7 1/2	1,467	5-2/16	..	..	3,858	62 14 25	Do.
16 Alingarum ..	3	394	0-9/16	2,382	7 1/2	..	..	1,706	48 16 29	Gross collection plus 33 per cent.
17 Andiputty ..	2	452	11-3/16	3,973	5 1/2	..	..	2,327	34 30 ..	Gross collection plus 45 per cent.
18 Outampollam ..	4	1,199	12-13/16	956	8-5/16	..	..	2,494	46 23 67	Gross collection plus 15 per cent.
19 Chinamanoor ..	6	1,093	9-11/16	1,462	15 1/2	..	..	2,749	44 .. 56	Gross collection plus 16 per cent.
20 Cumbum ..	3	822	6-11/16	1,559	12-15/16	..	..	2,744	16 31 28	Gross collection minus 4 per cent.
21 Batlagoota ..	1	836	10-7/16	2,167	14 1/2	..	..	3,950	124 8 14	Gross collection minus 6 per cent.

permanent settlement and all the points have been discussed at length in the proper place, and we have conclusively shown that the Manoraji rates were not valid and binding upon the cultivators.

As regards wet rates, the Diwan Mr. Ramaswami Ayyar says, that they are lower than the rates of the neighbouring Government lands. He admits that the dry rates are higher than Government rates. He assumed management as Diwan in 1934, and shortly thereafter he found that the rates of rent in Chatrapatti village were fabulously high. Rents were in heavy arrears. Decrees were obtained and the property brought to sale. There were no bidders and the zamindar himself was obliged to purchase the lands for a nominal price. The Diwan added in this connexion that although the zamindar purchased these lands for a nominal price he was willing to treat them as ryoti lands, to be given to whomsoever that was willing to take them up. The zamindar had no idea of converting them into private lands. The zamindar had no option under law. Ryoti land continued to be ryoti even if it is purchased by the zamindar! To the question of Mr. Sambasiva Ayyar (ryots' witness No. 219) why the rates in other villages also were not reduced, the Diwan replied that the rents were not so high in other villages.

We do not know how different rates could have been applied to different villages, when according to the zamindar and his Diwan, Manoraji rates had been applied for a very long time in the whole estate. Mr. Ramesam's judgment, in which Manoraji rates were upheld is dated 6th January 1931. When Manoraji rates were reduced from 24 panams to 9½ panams in Chatrapatti village, the same reduction should have been applied to all the Manoraji rates of the rest of the estate.

Up to this point a clear survey of what all happened to the rates levied for over a century has been detailed. Before we finally make our recommendation about the peculiar rates in this zamindari, we shall discuss about certain subsidiary grievances mentioned by the ryots as regards irrigation sources, their upkeep, water-rates, forests, etc., all of which clubbed together with the main narrative, created an income to the zamindar of over Rs. 1,86,000.

The causes for this abnormal increase in income have been attributed by the zamindar to gradual extension of cultivation in the estate and the discovery of excess areas of land in pattas, consequent upon survey. The ryots attribute the increase to the reasons noted and discussed below :—

- (1) Enhanced rates were charged when ryots cultivated dry lands as garden lands, by wells sunk at their own expense.

The Diwan denies that any such enhancement was made, whatever may have happened in the past, his statement before us can be accepted as satisfactory because it can be deemed to be an assurance that there will be no enhanced rates charged on such lands in future at least.

- (2) The ryots say that enhanced rate was charged when dry lands were cultivated as wet, with water taken from their own private tanks, constructed at their own cost.

With regard to this the Diwan was good enough to admit that there were such cases ; but he said that, that was the result of an agreement between the zamindar and the tenants. When he was questioned whether there was any such agreement in writing, he admitted that no such document could be traced in the records and if anything could be found, he would produce it. None has been sent to us until now. We may therefore take it that there was no such agreement. In the alternative let us consider whether any such agreement, even if it is produced to-day, is valid and binding. Such enhancement has not been provided for in the Estates Land Act. It does not come under any one of the four clauses laid down for enhancement in sections 30–35 of the Act. On the other hand, enhancement of rates on such a ground is opposed to the fundamental principle of the permanent settlement and occupancy right. Therefore, all enhancements made on that account cannot hold good.

- (3) It is alleged on behalf of the ryots that wet rates were collected on lands which had become unfit for wet cultivation on account of disrepairs. In other words, enhancement consisted in charging higher wet rate when dry crops only could be raised on particular lands.

This cannot be valid and binding upon the cultivators so long as it is an acknowledged principle that it was the duty of the landholder to keep the irrigation sources in repairs and he fails to do it.

In the written reply the zamindar admitted his responsibility to keep the tanks in good condition, and pleaded that he did not carry out his part of the business because, under an arrangement with the cultivators he had transferred the

SOUTHERN POLIAMS—cont.

Statement showing the permanently settled zamindaris, their cultivated areas, income and peshkash—cont.

Name of the zamindari.	Number of villages.	Cultivated extent in faal 1211.		Gross income.	Source of revenue.	Revenue or peshkash previously paid.	Peshkash fixed.	Remarks.
		Nunja.	Punja.					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
BARAMAHAL DIVISION.								
Salem.								
		ACS. A.	ACS. A.	S. PS.			S. PS.	
1 Ousba Salem	7	991 13	4,524 1	5,565	..	..	5,000	Gross income minus 11 per cent.
2 Allagapore	3	68 6	1,586 10	960	..	..	890	Do. 7 do.
3 Cannanucoorchy	6	336 12	3,490 8	2,979	..	..	2,681	Do. 11 do.
4 Andampatty	5	392 10	1,344 10	2,313	..	..	2,151	Do. 7 do.
5 Carpoor	8	238 5	4,939 14	3,481	..	..	3,200	Do. 8 do.
6 Tirumukerry	6	240 0	3,082 6	2,722	..	..	2,450	Do. 11 do.
7 Moordoaray	4	55 11	1,335 6	2,414	..	..	2,121	Do. 13 do.
8 Kurklevarry .. ..	..	152 9	4,645 15	2,467	..	..	2,200	Do. 12 do.
9 Salem Nar	3	..	..	1,262	..	..	1,101	Do. 13 do.
(Freehold Estate)	3	..	..	..	..	..	..	..
		2,476 2	26,949 6	24,153	..	..	21,794	
Chinnagerry.								
10 Chinnagerry	7	220 14	1,876 2	3,193	..	..	2,800	Gross income minus 14 per cent.
11 Mulloor	2	305 7	2,518 2	3,004	..	..	2,700	Do. 13 do.
12 Panaiyoudapatty	8	250 10	3,354 14	2,558	..	..	2,249	Do. 13 do.
13 Allavaiputty	8	189 2	2,508 11	2,584	..	..	2,281	Do. 13 do.
14 Akeraipatty	3	541 1	2,304 2	2,634	..	..	2,363	Do. 11 do.
15 Verapandy	7	367 10	2,287 3	2,855	..	..	2,550	Do. 11 do.
16 Uttanholapuram	4	468 7	2,947 5	2,767	..	..	2,524	Do. 9 do.
17 Eilampully	4	54 12	2,661 2	2,823	..	..	2,500	Do. 12 do.
		2,406 15	20,457 9	22,478	..	..	19,967	
Belloor.								
18 Belloor	5	412 6	4,494 9	3,034	..	..	2,800	Gross income minus 8 per cent.
19 Ellapoor	4	266 8	624 4	1,927	..	..	1,800	Do. 7 do.
20 Narringapoor	6	395 11	3,412 16	3,442	..	..	3,200	Do. 7 do.
21 Pedenaiaganpollam	4	207 14	1,981 11	3,353	..	..	3,135	Do. 6 do.
22 Singipoor	3	315 3	4,268 9	2,354	..	..	2,650	Do. 7 do.
23 Annapoor	3	83 10	4,895 12	2,870	..	..	2,624	Do. 9 do.
24 Vellapaddy	4	180 14	2,392 6	2,119	..	..	2,000	Do. 5 do.
25 Pullapatty	5	80 13	3,078 11	2,365	..	..	2,200	Do. 7 do.
26 Mennampully	8	55 14	3,800 10	2,638	..	..	2,400	Do. 3 do.
		1,998 13	20,048 14	24,592	..	..	22,809	
Ahtoor.								
27 Ahtoor	8	516 7	3,717 12	3,385	..	..	3,200	Gross income minus 5 per cent.
28 Cattacottah	4	220 6	3,986 4	2,857	..	..	2,700	Do. 5 do.
29 Sharvai	5	353 5	1,643 6	2,920	..	..	2,700	Do. 8 do.
30 Pererrie	8	388 2	2,143 15	2,868	..	..	2,650	Do. 8 do.
31 Shrivatsoor	6	159 7	3,829 15	3,426	..	..	3,200	Do. 7 do.
32 Vepumpoondy	6	204 13	1,095 4	1,978	..	..	1,800	Do. 9 do.
33 Keerapatty	12	53 7	3,858 8	1,922	..	..	1,730	Do. 11 do.
		1,895 15	20,275 0	19,354	..	..	17,980	
Viraganoor.								
34 Viraganoor	5	240 13	1,270 1	2,864	..	..	2,650	Gross income minus 8 per cent.
35 Luduwarry	3	141 5	2,017 13	2,617	..	..	2,430	Do. 7 do.
36 Turraoor	3	330 12	482 13	3,536	..	..	3,320	Do. 6 do.
37 Pungawouly	3	333 14	626 12	2,669	..	..	2,450	Do. 7 do.
38 Kisanpooram	6	38 5	2,327 15	1,399	..	..	1,250	Do. 11 do.
39 Onundarpatty	7	148 9	2,592 15	1,858	..	..	1,750	Do. 6 do.
40 Tamampatty	22	3	2,365 1	1,159	..	..	1,100	Do. 5 do.
41 Pella Nar	5	..	..	870	..	..	763	Do. 14 do.
42 Kondani Nar	3	..	..	211	..	..	201	Do. 5 do.
43 Patchamullah .. ..	..	..	..	375	..	..	347	Do. 8 do.
		1,236 10	11,593 6	17,518	..	..	16,261	
Sheniamangalam.								
44 Shendamangalam	8	646 13	6,460 6	3,782	..	..	3,800	Gross income plus 0.5 per cent.
45 Valacourchy	3	180 4	4,538 12	2,433	..	..	2,300	Gross income minus 5 do.
46 Eilloor	7	311 7	5,215 6	3,091	..	..	2,900	Do. 6 do.
47 Pattoor	5	410 8	7,427 13	3,702	..	..	3,550	Do. 4 do.
48 Mooroopatty	3	20 13	5,116 5	2,612	..	..	2,000	Do. 0.6 do.
49 Calianee	4	362 15	2,080 13	2,098	..	..	1,986	Do. 5 do.
50 Trinaiupatty	1	33 11	2,222	1,067	..	..	1,050	Do. 1 do.
51 Navanee	7	413 6	3,837 9	3,373	..	..	3,050	Do. 10 do.
52 Tamamcoorchy	7	89 8	4,877 9	3,358	..	..	3,150	Do. 6 do.
53 Poalanjurre	9	204 6	4,832 9	2,723	..	..	2,650	Do. 2 do.
54 Oargoorie	5	202 10	4,359 14	2,882	..	..	2,800	Do. 2 do.
55 Talinzerput	6	351 6	3,612 11	2,535	..	..	2,500	Do. 1 do.
56 Malladevie	17	381	7,268 1	3,566	..	..	3,400	Do. 4 do.
57 Shelloor Nar	3	..	..	735	..	..	700	Do. 5 do.
58 Onndoo Nar	4	..	..	1,810	..	..	1,680	Do. 7 do.
(Freehold Est.)	1	..	..	..	..	..	..	..
		3,608 11	62,999 3	39,167	..	..	37,516	

SOUTHERN POLIAMS—cont.

Statement showing the permanently settled zamindari, their cultivated areas, incomes and peshkash—cont.

Name of the zamindari.	Number of villages.	Cultivated extent in fasil 1211.		Gross income.	Source of revenue.	Revenue or peshkash previously paid.	Peshkash fixed.	Remarks.
		Nunja.	Punja.					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
RAIZAPOOR DIVISION.								
59 Raizapoor	4	ACS. A.	ACS. A.	S. RS.	..	S. RS.	Gross income minus 9 per cent.	
60 Sheropully	3	654 0	1,589 2	2,731	..	2,500	Do.	5 do.
61 Foodoopolliam	2	220 12	1,821 9	2,692	..	2,550	Do.	9 do.
		238 5	1,511 9	2,578	..	2,350		
62 Potnam	2	250 13	1,201 2	2,415	..	2,174	Do.	11 do.
63 Foodooputty	2	151 6	1,349 7	2,222	..	2,000	Do.	11 do.
64 Shingalentaipoor	2	401 10	1,203 10	2,468	..	2,250	Do.	9 do.
65 Topaputty	3	342 7	2,387 2	3,101	..	2,900	Do.	6 do.
66 Pellanaalloor	4	279 10	1,741 11	2,180	..	2,000	Do.	6 do.
		2,538 15	12,820 4	20,337		18,724		
NAMEAL DIVISION.								
67 Nameal	5	98 14	5,047 14	2,006	..	2,858	Gross income minus 1 per cent.	
68 Mootanchitty	3	143 3	5,930 1	3,569	..	3,450	Do.	3 do.
69 Pooverie	6	265 15	2,709 15	2,815	..	2,700	Do.	4 do.
70 Tooshoor	11	575 2	3,226 15	2,839	..	2,700	Do.	5 do.
71 Arroor	5	403 6	1,534 3	2,596	..	2,500	Do.	3 do.
72 Arroor	4	96 2	4,749 8	2,656	..	2,580	Do.	2 do.
73 Tolloor	4	5 15	4,169 1	2,034	..	1,950	Do.	4 do.
74 Agrar Walawoundy	3	54 0	1,417 3	771	..	771	Do.	0 do.
75 Walawoundy	1	96 6	5,479 4	2,482	..	2,400	Do.	3 do.
76 Komarpolliam	2	337 14	339 2	2,881	..	2,150	Do.	10 do.
77 Magganoor	3	593 12	3,529 3	4,276	..	3,942	Do.	8 do.
78 Pulloor	6	134 2	8,388 1	3,257	..	3,200	Do.	1 do.
79 Dendamangalam	6	146 6	4,861 9	2,141	..	2,100	Do.	1 do.
80 Keerumbur	3	219 4	3,967 13	2,122	..	2,000	Do.	6 do.
81 Catpatoor	5	799 4	2,603 10	5,181	..	4,600	Do.	12 do.
Freehold estates	1	..	..	..	..	..
		3,971 9	58,053 6	42,026		39,801		
PARMUTTY DIVISION.								
82 Parmutty	6	253 7	6,843 2	3,258	..	3,200	Gross income minus 1 per cent.	
83 Foodupolliam	3	253 6	3,004 4	2,370	..	2,684	Do.	6 do.
84 Pandamungalam	4	393 14	1,319 13	2,883	..	2,624	Do.	9 do.
85 Vingara	4	257 14	1,325 0	2,785	..	2,668	Do.	4 do.
86 Worguristoor	4	41 10	5,937 10	3,277	..	3,000	Do.	9 do.
87 Chellcor	5	38 9	5,785 0	3,074	..	2,800	Do.	9 do.
88 Nunjie Eriar	2	419 1	..	2,163	..	2,000	Do.	8 do.
89 Vieloor	1	425 4	6 7	2,665	..	2,413	Do.	10 do.
90 Periancouchy	3	..	7,845 0	3,355	..	3,140	Do.	6 do.
91 Nulloor	3	22 9	5,671 14	3,221	..	2,900	Do.	11 do.
92 Shercol	5	167 13	5,386 7	3,113	..	2,850	Do.	9 do.
		2,273 7	43,124 9	32,659		30,279		
SHINKERRY DROOG DIVISION.								
93 Shinkerry Droog	7	151 1	6,168 8	3,710	..	3,300	Gross income minus 12 per cent.	
94 Cutchwolly	3	155 15	7,232 9	3,553	..	3,200	Do.	11 do.
95 Samoodram	1	619 7	3,256 4	3,528	..	3,100	Do.	13 do.
96 Erraganashallagar Carri-ampettah.	4	141 13	6,310 8	3,538	..	3,184	Do.	11 do.
97 Palnera	3	273 0	4,138 5	3,181	..	2,864	Do.	11 do.
98 Oonvanapooram	4	220 7	6,095 13	3,198	..	2,917	Do.	9 do.
99 Munguluum	6	241 11	4,648 1	2,820	..	2,580	Do.	9 do.
100 Welgoondam	5	161 8	6,216 10	3,656	..	3,250	Do.	12 do.
101 Mallasamudram	4	594 12	4,865 9	3,391	..	3,000	Do.	13 do.
102 Minumpully	3	74 10	2,641 8	2,062	..	1,920	Do.	7 do.
103 Partipully	3	596 6	3,932 5	2,920	..	2,700		
104 Curmanoor .. ..	..	42 15	2,662 13	1,774	..	1,600		
		(Figures not clear).		..	..	4,000		
105 Puddavade .. ..	..	48 3	8,100 11	4,262	..	..
106 Ettapully	4	114 14	6,689 10	3,270	..	2,947	Gross income minus 10 per cent.	
		3,445 10	72,459 0	44,872		40,562		
TRICHINCOE DIVISION.								
107 Trichincoe	4	36 6	6,026 9	3,117	..	2,887	Gross income minus 7 per cent.	
108 Moroor	2	96 13	4,366 0	2,907	..	2,650	Do.	9 do.
109 Illepilly	2	256 13	4,638 15	3,231	..	2,960	Do.	9 do.
110 Manully	4	174 15	5,250 0	3,209	..	3,000	Do.	6 do.
111 Molupully	2	82 8	5,306 9	2,666	..	2,500	Do.	6 do.
112 Comaramungulum	2	76 8	4,008 12	2,850	..	2,621	Do.	8 do.
113 Oonjiny	2	140 7	5,773 10	3,402	..	3,100	Do.	9 do.
114 Cockarampettah	5	33 4	6,329 11	2,647	..	2,500	Do.	5 do.
Freehold estates	2	..	..	..	..	..
		897 0	41,700 2	24,029		22,218		
ERREPANDY DIVISION.								
115 Errepandy	2	637 15	3,513 10	3,608	..	3,300	Gross income minus 9 per cent.	
116 Avaniipoor	3	497 5	5,122 12	3,319	..	3,027	Do.	9 do.
117 Ellupally	4	56 15	6,543 13	3,858	..	3,448	Do.	11 do.
118 Cheetoor	3	45 2	8,651 5	3,657	..	3,361	Do.	8 do.
119 Consripully	5	133 3	5,683 15	2,619	..	2,410	Do.	8 do.
120 Comarapolliam	6	17 3	7,276 14	3,165	..	3,000	Do.	5 do.
Freehold estates	1	..	..	..	..	..
		1,387 11	36,702 5	20,226		18,546		

SOUTHERN POLIAMS—cont.

Statement showing the permanently settled zamindaris, their cultivated areas, incomes and peshkash—cont.

Name of the zamindari.	Number of villages.	Cultivated extent in faali 1211.		Gross income.	Source of revenue.	Revenue or peshkash previously paid.	Peshkash fixed.	Remarks.
		Nunja.	Punja.					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
WOAMALLUR DIVISION.								
121 Woamallur	5	Acres. 523	A. 5	3,751	12	2,411	2,200	Gross income minus 9 per cent.
122 Maramungulam ..	5	228	3	3,236	0	2,468	2,200	Do. 12 do.
123 Darapooram	6	670	9	5,928	14	3,678	3,500	Do. 5 do.
124 Mithurrie	8	73	14	5,705	15	3,028	2,700	Do. 12 do.
125 Binandy	5	102	11	8,355	11	3,844	3,472	Do. 10 do.
126 Arriputty	3	63	6	2,985	14	2,138	1,880	Do. 18 do.
127 Gootaputty	3	140	7	4,500	7	3,197	2,821	Do. 13 do.
128 Amargandy	7	52	10	3,228	8	2,189	1,977	Do. 10 do.
129 Taramungulam ..	7	234	12	3,020	14	2,018	1,800	Do. 11 do.
130 Ellavanputty	3	41	11	2,337	8	1,799	1,550	Do. 16 do.
131 Theavilakku	2	328	0	2,319	7	2,435	2,200	Do. 10 do.
132 Poonargooral	6	332	13	4,756	11	2,371	2,300	Do. 8 do.
Freehold Estates ..	..	..	..	..	..	..	..	..
		2,790	5	51,127	4	31,571	28,600	
NANGAPILLY DIVISION.								
133 Nangapilly .. ..	..	34	5	7,909	1	3,958	3,550	Gross income minus 11 per cent.
134 Pottanarie .. ..	..	24	4	7,380	6	3,573	3,250	Do. 9 do.
135 Bellarie .. ..	..	51	2	9,008	9	3,395	3,100	Do. 9 do.
		109	11	24,893	0	10,926	9,900	
Grand total .. ..	..	31,037	6	512,113	4	373,908	3,45,057	

N.B.—The gross income taken is the average of land rent for the period between faalis 1201 to 1211 both inclusive.

Name of zamindari.	Number of villages.	Cultivated extent		Pasture or common.	Gross Income.	Source of revenue.	Revenue of peshkash previously paid.	Peshkash fixed.
		Pallam.	Metta.					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
First Division, Visagapatam—								
1 Cassivootla	8	44 10-3/4	63 11	1 15	17,685	4 11-2/7	..	..
2 Condakiriah	13	44 5-3/4	107 15-1/2	12 15	22,752	9 7-3/7	..	..
3 Moonatapawak ..	9	74 12-7/8	64 8-1/2	10 14	32,908	8 9-2/7	..	..
4 Anatapilly	11	80 12-1/4	80 9-1/2	4 14-1/2	29,387	0 5	..	..
5 Melinopauk	12	107 12-1/2	78 7	17 12-1/2	23,880	8 0-6/7	..	..
6 Dimmily	11	82 15-5/8	84 9-1/2	18 3-1/4	23,523	2 7-1/2	..	..
7 Survasiddy	13	119 14-3/4	51 3	22 14	27,239	14 0-13/14	..	..
8 Rayavaram	13	87 15-1/2	73 1	26 10-1/4	23,640	14 0-5/14	..	..
9 Nackerilly	12	52 11-1/2	169 1-1/2	45 3-1/2	18,461	7 7-13/14	..	..
10 Streerampooram ..	9	111 5-1/2	46 8	27 10	22,073	13 2-9/14	..	..
11 Goodicheriah ..	13	99 14-1/4	125 11-3/4	26 8-1/2	21,148	18 5-2/7	..	..
12 Wooruliah	12	92 1-1/4	121 1-5/8	17 11	25,536	12 4-5/14	..	..
13 Vamoolapooddy ..	14	72 9-1/8	138 13-1/4	24 7	24,674	4 10-1/2	..	..
14 Cuttacottah	12	75 12-1/4	61 1-1/2	16 1-1/4	22,564	1 3-9/14	..	..
15 Pansaduriah	28	112 2	242 10-1/2	18 15	45,500	3 0-5/7	..	..
16 Walair	4	2 7	52 12	5 10	1,874	5 2	..	..
17 Ooppadah	2	2 7-3/4	4 5-3/4	2 9	3,331	14 5-8/14	..	..

NOTE.—All the figures are taken from the Collector's report.

The figures in column (6) include manium, cattubodies and other extra revenues.

The figures regarding the permanent peshkash fixed, etc., furnished by the Special Commission are not legible.

Name of Zamindari.	Number of villages and hamlets.	Cultivated extent in faali 1213.		Gross Income.	Source of Revenue.	Peshkash or revenue previously paid.	Peshkash fixed.	Remarks.
		Nunjal.	Punjal.					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
CANNES COLLES.								
South Arcot Division.								
1 Veeraperumallore ..	2	240	35	746	69	1,468	1,390	
Tiruvendipuram division.								
2 Allagynuttum	4	564	5	801	25	2,464	2,070	
3 Arriavetty	2	246	88	594	58	772	720	
4 Manamadury	4	376	36	970	65	2,137	1,880	
5 Tandamanottam	6	572	92	786	4	2,672	2,555	
6 Tiruvenduporam	8	343	8	609	48	1,631	1,485	
Cuddalore division.								
7 Cuddalore	14	689	15	882	42	5,773	4,877	
Chinnamansickpollam and Naidpet.	2	..	..	..	..	..	1,150	
Guntur division.								
Cannies Contas Vira.								
1 Chintapilly .. ..	..	1,806	40	15	120,360	71	8	1,22,314
2 Raypilly .. ..	..	4,227	29	7	34,653	88	7	35,135
3 Rauchooke .. ..	..	4,281	28	5	23,995	98	13	32,383
4 Chilikalapandoo ..	..	3,109	74	9	40,258	29	11	36,000
5 Sattapilly .. ..	..	2,481	87	7	36,114	9	13	36,000
6 P. G. Bellumcorde ..	..	271	45	6	32,485	77	10	31,618
7 V. G. Innakonda ..	..	157	93	12	41,489	56	10	31,550
8 Coloor .. ..	..	468	17	3	3,506	3	6	5,000
Total .. ..	..	16,804	12	3	837,814	35	14	3,30,000

missioner thinks the figure too high and they take the gross receipt st. ps. 2,51,285 and net receipts st. ps. 2,15,275.

Name of zamindari.	Number of villages and hamlets.	Cultivated extent in fasli 1211.		Gross income (Average Juma of faslies 1211, 1212 and 1213 including Mungara pay, Swarnadayam, etc.)	Source of Revenue.	Peshkush or revenue previously paid.	Peshkush fixed.	Remarks.
		Nanjai	Punjai.					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
				PAGS. P. C.			PAGS. P. C.	
Krishnagiri division.								
1 Kasba Krishnagiri	31	3,706	13	2,378 8 43	..	..	1,923 35 10	
2 Talhally	20	3,515	6	1,970 0 0	..	..	1,663 30 54	
3 Jagadevu	49	5,553	1	1,616 14 8	..	..	1,293 39 75	
4 Kundavapalli	51	4,211	15	1,883 36 27	..	..	1,620 16 4	
5 Bellarapalli	65	4,193	3	1,938 17 15	..	..	1,678 3 17	
6 Kavirapatnam	48	5,956	1	2,800 19 0	..	..	2,364 6 83	
7 Thatakkal	34	6,276	4	1,940 21 25	..	..	1,820 13 73	
8 Maharajahgarh	57	6,523	3	3,017 30 52	..	..	2,502 35 20	
Freehold estates	6	..	..	..	..	..	..
Total	361	39,935	14	17,535 31 32	..	..	14,664 44 76	
9 Vaniambadi	15	3,515	5	2,209 39 51	..	..	1,836 27 76	
10 Yelagiri	16	4,480	11	2,160 41 72	..	..	1,812 42 77	
11 Amburpett	19	5,012	2	2,661 27 70	..	..	2,184 42 61	
12 Ambalur	4	740	13	1,620 26 66	..	..	1,378 36 85	
13 Alengiri	13	5,531	0	3,009 34 15	..	..	2,463 21 62	
14 Tirjalam	18	3,442	3	1,593 35 14	..	..	1,348 16 33	
15 Natrampalli	23	6,446	4	2,066 29 31	..	..	1,690 34 36	
16 Lakkinaikampatty	17	5,145	7	1,552 29 54	..	..	1,233 5 42	
17 Paradapalli	17	5,165	8	2,018 37 60	..	..	1,673 13 1	
18 Yelagiri Male	6	5,165	8	415 15 20	..	..	414 0 0	
Freehold estate	6	5,165	8	415 15 20	..	..	414 0 0	
Total	154	39,479	5	19,315 2 56	..	..	16,036 16 26	
19 Tirupattur	8	2,746	0	3,290 13 18	..	..	2,716 22 40	
20 Puttakaram	19	4,571	10	2,445 23 58	..	..	2,044 30 0	
21 Nacharkuppam	8	5,064	11	2,761 29 38	..	..	2,333 11 56	
22 Irunampatt	10	3,957	1	2,417 34 78	..	..	2,047 4 23	
23 Bommaikuppam	21	5,296	15	2,543 4 53	..	..	2,128 7 20	
24 Kaladampatti	14	3,678	8	2,052 22 49	..	..	1,690 0 0	
25 Bhimakulam	7	..	..	3,016 0 0	..	..	3,016 0 0	
26 Kuppanatham	4	..	..	1,397 0 0	..	..	1,397 0 0	
Total	91	25,314	8	19,923 33 49	..	..	17,372 30 59	
27 Kunnathur	30	10,115	2	3,298 23 64	..	..	2,627 19 37	
28 Chintalapudi	20	7,822	15	2,586 44 4	..	..	2,108 0 19	
29 Kurumberi	21	6,607	6	2,777 41 13	..	..	2,305 24 42	
30 Koratti	19	6,722	15	2,587 18 56	..	..	2,119 10 58	
31 Pavakal	43	6,177	3	2,588 21 48	..	..	2,132 11 47	
32 Pasandi	41	7,880	2	2,809 22 3	..	..	2,201 44 56	
33 Kapingiri	21	6,252	..	2,077 29 28	..	..	1,754 39 8	
Freehold estate	2	..	..	..	..	..	..
Total	197	51,577	11	18,466 20 50	..	..	15,249 15 27	
34 Kammanallur	75	8,257	15	2,985 9 22	..	..	2,574 13 34	
35 Mattur	44	6,682	17	2,398 29 12	..	..	1,993 26 0	
36 Kodumedahalli	26	5,742	3	2,282 14 40	..	..	1,880 11 43	
37 Anandur	19	2,122	0	1,015 14 8	..	..	893 39 39	
38 Barur	40	6,852	9	2,815 29 3	..	..	2,408 40 28	
39 Bandarahalli	32	6,549	14	2,378 20 22	..	..	2,023 16 73	
40 Karimangalam	52	7,644	15	2,817 43 55	..	..	2,257 12 71	
41 Kallavi	54	5,222	3	1,747 22 48	..	..	1,522 26 23	
Freehold estate	3	..	..	..	..	..	..
Total	345	49,074	2	18,441 2 20	..	..	15,554 36 71	
42 Rayakota	68	2,983	13	1,405 8 21	..	..	1,210 22 75	
43 Yelagam	49	4,624	15	1,248 37 8	..	..	1,058 35 19	
44 Manandahalli	58	3,767	8	2,331 37 14	..	..	1,990 21 7	
45 Polakod	45	4,891	13	2,386 41 23	..	..	1,971 25 38	
46 Nanumantapuram	57	4,166	13	2,489 3 44	..	..	1,968 35 59	
47 Bilhalli	55	4,688	6	1,099 1 54	..	..	957 13 45	
48 Paparapatti	64	3,686	1	2,161 36 28	..	..	1,834 42 74	
49 Mahendramangalam	45	6,831	1	1,531 32 75	..	..	1,290 40 46	
Freehold estate	1	..	..	..	..	..	..
Total	442	33,640	6	14,654 18 27	..	..	12,283 12 43	
50 Dharmapuri	40	6,447	0	3,122 41 69	..	..	2,668 6 72	
51 Krishnapuram	41	7,415	5	2,213 25 5	..	..	1,896 7 68	
52 Yelagiri	42	6,130	11	1,877 21 5	..	..	1,652 0 0	
53 Notahalli	34	4,134	15	1,644 31 35	..	..	1,447 0 0	
54 Punganattam	21	4,041	6	1,322 6 61	..	..	1,170 11 20	
55 Adamankottai	47	8,630	10	3,177 23 37	..	..	2,733 0 0	
56 Kadagathur	55	7,640	0	3,155 3 32	..	..	2,682 8 27	
57 Perumbalai	36	6,803	10	1,981 17 49	..	..	1,704 0 0	
Freehold estate	7	..	..	..	..	..	..
Total	329	51,543	9	18,504 35 53	..	..	15,592 34 27	
58 Tenkarakottai	26	5,015	1	2,153 43 18	..	..	2,470 2 10	
59 Adikarapatti	31	6,723	4	2,835 29 23	..	..	2,547 33 8	
60 Gollapatti	25	2,259	10	708 1 43	..	..	785 0 57	
61 Harur	34	4,289	7	1,532 5 54	..	..	1,621 0 58	
62 Morapur	53	5,939	11	2,073 10 46	..	..	2,272 8 23	
63 Genapatipatti	31	3,566	2	1,406 31 1	..	..	1,503 42 50	
64 Kumattur	47	7,222	15	2,102 34 43	..	..	2,406 14 53	
65 Peypalli	58	3,870	14	1,135 21 59	..	..	1,212 7 50	
Total	305	38,887	..	13,452 42 42	..	..	14,818 19 69	

Name of zamindari.	Number of villages and hamlets.	Cultivated extent in fasli 1211.		Gross income (ave- rage of faslis 1211, 1212, and 1213 including manager's pay, swarnadayam, etc.)	Source of revenue.	Peshkash or revenue previously paid.	Peshkash fixed.	Remarks.	
		Nanjai.	Punjai.						
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	
		ACS.	Ani.	PAGS.	F.	C.	PAGS.	R.	C.
66 Perunagaram	41	8,028	2	2,222	39	72	..	..	1,933 0 0
67 Yeripalli	20	4,235	13	1,612	43	42	..	..	1,387 0 0
68 Indur	23	8,440	13	1,237	1	7	..	..	1,088 0 0
69 Sholapadi	64	8,168	12	1,955	41	9	..	..	1,701 0 0
70 Kodahalli	52	6,587	15	1,516	14	16	..	..	1,334 0 0
Freehold estate	2	..	..	..	..	..	..	..	..
Total	202	30,461	7	8,545	4	66	..	..	7,443 0 0
Grand total	2,426	359,913	14	148,839	16	78	..	..	129,375 30 78

Trichinopoly division.

1 Tarriore	13	..	..	7,054 7 67	..	..	200	0	0	The amount left after paying the peshkash was equal to 1/10th of the gross income of the original zamindari.
2 Annalore	57	..	..	7,880 39 30	..	..	200	0	0	The amount left to the zamindar was equal to 1/10th gross income of the original zamindari plus the amount which the zamindar was getting from maniums prior to the grant of sannad.
3 Wodjarpollam	65	..	..	7,882 4 18	..	..	175	0	0	Do.

Name of zamindari.	Num- ber of vil- lages.	Cultivated extent in fasli 1206.		Gross income (average of 1208 to 1211).	Source of revenue.	Revenue or peshkash previously paid.	Pesh- ka- sh fixed.	Remarks.
		Nunja.	Punja.					
JAGHERE DIVISION.								
				RS.			RS.	P. ANS.
								Income— per cent.
1 Worutty	30	990½	1,393	3,253	..	..	3,200	—1 10
2 Atcharawakam	39	2,005½	1,919½	4,267	..	..	4,150	—2 12
3 Pankum	58	1,871½	2,165½	3,898	..	..	3,850	—1 3½
4 Chumambut	61	2,648	1,701	8,522	..	..	3,200	—9 2½
5 Yendatoor	47	2,263½	1,203½	2,806	..	..	2,850	+1 8
6 Chevoor	37	1,733½	533	1,748	..	..	1,600	—9 4
7 Annacut	63	3,377	1,329½	3,611	..	..	3,400	—5 13½
8 Madurantakam	16	2,089	509½	2,513	..	..	2,500	—0 8½
9 Paljanur	26	2,591½	885½	3,995	..	..	3,700	—7 15½
10 Myoor	12	1,898½	466½	4,572	..	..	4,250	—7 9½
11 Saliwauk	24	2,866	804	4,792	..	..	4,750	—0 14½
12 Yedamuchi	41	2,234½	1,408	2,739	..	..	2,950	+7 2½
13 Keeljanagur	30	2,198½	2,188	4,283	..	..	4,450	+8 12
14 Ontramsaiur	1	2,524½	232½	4,708	..	..	4,400	—7 0
15 Pennagur	25	1,782	1,860½	6,711	..	..	6,200	—8 3½
16 Maljanislam	38	2,211½	1,256½	4,120	..	..	4,350	+5 4½
17 Kavankandalam	26	1,833½	348½	4,947	..	..	4,500	—9 1
18 Ayapaukam	16	962	238½	2,397	..	..	2,200	—8 3½
19 Chavilimadu	27	1,472½	690½	6,480	..	..	5,700	—13 11
20 Dameriah	16	1,583	1,395½	6,068	..	..	5,700	—6 1½
21 Tripagadul	10	1,037½	1,310½	4,679	..	..	4,000	—14 8½
22 Pallalur	20	1,700½	1,153½	6,002	..	..	6,600	—0 7
23 Conjeevram	70	1,811½	333½	6,785	..	..	6,500	—4 3½
24 Nevaloor	39	3,840½	899½	6,290	..	..	6,000	—4 1½
25 Tennary	36	2,710½	402½	5,943	..	..	5,600	—6 2
26 Pauloor	25	4,209½	1,710½	6,669	..	..	6,200	—7 1½
27 Chittypooneam	45	3,275½	1,066½	4,424	..	..	4,300	—2 13
28 Chingleput	34	2,180½	584½	4,272	..	..	4,200	—1 11½
29 Tricitchikunam	37	3,459	723½	4,450	..	..	4,400	—1 2½
30 Nerumboor	56	3,143½	743½	2,872	..	..	2,650	—8 6
31 Woragadam	49	2,241½	518	2,012	..	..	2,000	—0 9
32 Catrambaid	39	2,394½	764½	3,682	..	..	3,650	—0 14 1/8
33 Kyar	28	3,547½	535½	3,339	..	..	2,950	—11 10½
34 Madumbaukum	41	2,232½	668½	4,042	..	..	3,750	—7 3½
35 Pullavaram	36	2,872½	1,078½	3,336	..	..	2,900	—15
36 Cunnatur	28	1,980½	1,001½	6,282	..	..	6,600	+5
37 Manimungalam	37	4,080½	1,067½	6,430	..	..	5,800	—9 12½
38 Sreepernadoor	45	3,598½	1,235½	5,396	..	..	5,100	—5 7½
39 Perumbauk	18	2,798½	1,072	5,349	..	..	5,000	—6 8½
40 Ramanjary	31	2,635	2,834	4,961	..	..	4,900	—1 4
41 Tripassore	35	3,611½	872½	4,572	..	..	4,570	+3 14½
42 Peruvor	21	2,317½	1,111½	3,930	..	..	3,900	—0 12½
43 Trincahy	57	4,941	1,696½	6,221	..	..	6,100	+1 15
44 Ponnammallee	39	3,392½	466½	4,618	..	..	5,000	+8 4½
45 Codumbankum	34	3,263½	754	3,957	..	..	4,200	+0 2½
46 Trivaior	39	5,691	484½	4,677	..	..	4,300	+8 1½
47 Pentaput	23	3,325½	646½	3,801	..	..	3,600	—5 4½
48 Tennanore	32	4,934½	1,300½	4,353	..	..	4,500	+3 5½
49 Vaddutoor	26	1,634½	2,058½	3,834	..	..	3,350	—14 7
50 Vadamadu	31	3,366½	1,789	4,766	..	..	4,650	—2 7
51 Peddapullam	33	3,856½	999	4,734	..	..	4,200	—11 4½
52 Chinnambaid	15	2,180½	363½	4,056	..	..	3,650	—10 3½
53 Nayer	32	3,207	832	3,766	..	..	3,650	—3 3
54 Vulloor	5	1,884	515½	4,050	..	..	3,500	—13 9½
55 Vojloor	18	3,168½	698½	4,481	..	..	4,000	—10 11½
56 Ponnary	23	1,643½	429½	1,874	..	..	1,600	—17 2
57 Parooval	8	1,761½	371½	2,475	..	..	2,100	—15 2½
58 Perumbaid	20	3,013½	335½	3,016	..	..	2,600	—13 12½
59 Cantoor	21	1,706½	215	2,538	..	..	2,300	—9 6 3/8
60 Auwoor	19	2,104½	507½	3,398	..	..	2,850	—16 2½
61 Chickerkotah	3	1,233	576	5,184	..	..	4,200	—1 15½
Total	1,884			2,63,546			250,000	

NOTE.—Figures in column (4) are taken from Greenaway's statement.

UNSETTLED POLIEMS.

Name of zamindari.	Number of villages.	Cultivated extent (from account of fash 1269) nanja and punja.	Gross income, average berize of ten fashies 1259-1268.	Source of revenue.	Revenue or peshkash previously paid.	Peshkash fixed.
MADURA DIVISION.						
		KANIS.	RS.		RS.	RS.
Kannivadi	27,766	59,678	..	38,140	38,140
Ammainaikanur	15,142	35,310	..	13,970	13,970
Bodinaikanur	17,150	32,463	..	15,347	15,347
Guntamanaikanur	15,689	21,405	..	13,415	13,415
Ayakudi	12,427	21,614	..	16,785	16,785
Ediacottai	5,797	9,010	..	9,779	9,779
Erachakanaikanur	6,540	7,478	..	2,062	2,062
Tavarum	4,466	6,678	..	1,101	1,101
Mambarai	1,515	1,812	..	2,255	2,255
Pooliengolum	1,581	3,438	..	1,932	1,932
Oottapanaikanur	2,507	4,854	..	2,584	2,584
Doddepanaikanur	2,273	3,819	..	2,179	2,179
Jothielnaikanur	750	1,534	..	1,070	1,070
Kalakottai	602	1,332	..	440	440
Melakottai	733	1,676	..	940	940
Nedookottai	725	1,320	..	809	809
Velligoondum	1,344	3,557	..	2,184	2,184
Seroomalay	749	1,542	..	904	904

Name of zamindari.	Number of villages.	Extent.	Gross income.	Sources of revenue	Revenue or peshkash previously paid.	Peshkash fixed.
		ACS.	RS.		RS. A. P.	RS. A. P.
NORTH ARCOT DIVISION.						
Bangari	94	..	30,007	..	12,003 0 0	12,003 0 0
Gudipati	7	..	7,435	..	2,974 0 0	2,974 0 0
Narganti	62	..	16,490	..	6,596 0 0	6,596 0 0
Kallur	8	..	10,346	..	4,138 0 0	4,138 0 0
Pulicherla	39	..	13,922	..	5,569 0 0	5,569 0 0
Tumba	10	..	4,441	..	1,776 0 0	1,776 0 0

SALEM DIVISION.						
			Gross beriz.			
Ankusagiri .. .. .	..	..	21,662	..	7,941 0 0	7,941 0 0
Bagalur .. .. .	..	..	15,527	..	6,371 0 0	6,371 0 0
Sulagiri .. .. .	..	..	15,918	..	5,630 0 0	5,630 0 0

TRICHINOPOLY DIVISION.						
Kadavoor .. .. .	..	51,712	..	..	..	13,410 10 6
Marungapuri	79	..	..	..	..	20,590 3 10

TANJORE DIVISION.						
Gandracottai	53	54,685	..	..	6,577 4 11	6,577 4 11
Papanadu	36	23,298	..	..	4,316 6 6	4,316 6 6
Palaivanam	52	13,860	..	..	3,767 12 0	3,767 12 0
Singavanam .. .. .	..	8,636	..	..	3,261 9 10	3,261 9 10
Madagur .. .. .	..	13,567	..	..	2,491 7 10	2,491 7 10
Sillattur	10	14,338	..	..	2,165 13 9	2,165 13 9
Saindemgudi	9	18,912	..	..	2,046 10 2	2,046 10 2
Naduvasal .. .. .	..	9,502	..	..	2,037 6 6	2,037 6 6
Kallacottai	17	15,500	..	..	1,701 13 6	1,701 13 6
Padurencottai	7	8,904	..	..	1,369 9 11	1,369 9 11
Attivatti .. .. .	..	6,284	..	..	913 14 4	913 14 4
Konur	2	1,612	..	..	433 3 11	433 3 11
Punavasal .. .. .	..	2,528	..	..	350 15 7	350 15 7
Total .. .. .	..	191,626	..	..	31,434 0 9	31,434 0 9

COIMBATORE DIVISION.						
Uttukuly .. .. .	..	7,599	..	..	4,393 0 8	4,393 0 8
Samuttoor .. .. .	..	4,791	..	..	1,683 2 6	1,683 2 6
Cotamputty .. .. .	..	4,472	..	..	1,860 15 5	1,860 15 5
Negamun .. .. .	..	4,083	..	..	2,480 12 8	2,480 12 8
Anvaluppumputty .. .. .	..	7,998	..	..	4,200 0 0	4,200 0 0
Poravipolliem .. .. .	..	12,758	..	..	2,804 12 6	2,804 12 6
Ramapatam .. .. .	..	6,227	..	..	1,436 9 3	1,436 9 3
Metrally .. .. .	..	6,679	..	..	2,073 15 0	2,073 15 0
Toongavy .. .. .	..	5,657	..	..	888 10 8	888 10 8
Jotimpatty .. .. .	..	1,956	..	..	177 9 5	177 9 5
Vadaputty .. .. .	..	1,267	..	..	177 9 5	177 9 5
Myvady .. .. .	..	5,019	..	..	592 8 4	592 8 4
Andipatty .. .. .	..	22,817	..	..	5,250 0 0	5,250 0 0

To work out the conversion rates, it is necessary that we should have information about uncultivated land in the estates at the time of the Permanent Settlement together with other particulars. For this purpose we give below a statement containing various information of the value of the several Zamindaries at the present and former periods together with the amount of the Jummah respectively recommended by Mr. Webb and Mr. Alexander. According to Mr. Webb and Mr. Alexander this statement shows the ground of their reasoning supported by the evidence of their figures and their recommendations which were consonant to the moderation suggested in the instructions given to them on 3rd June 1803. They say that they were in conformity with the principles adopted in fixing the revenues of the several districts already settled in permanency. This statement is only to implement what has been published just above this in the general statement relating to the Zamindaries, North as well as South. The statement given below gives the particulars only for the estates in the Vizagapatam district named therein.

CIRCARS—VIZAGAPATAM DISTRICT—WEBB AND ALEXANDER'S REPORT.

Names of the Zamindaris.	Number of villages.	Computed extent of arable ground.						Deductions.						Remains Circar lands after deducting unproductive and alienated lands.					
		Cultivated.			Uncultivated.			Unproductive.			Alienated lands.			Cultivated.			Unproductive.		
		High ground.	Low ground.	GARCE.	High ground.	Low ground.	GARCE.	High ground.	Low ground.	GARCE.	High ground.	Low ground.	GARCE.	High ground.	Low ground.	GARCE.	High ground.	Low ground.	GARCE.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)
<i>Reported on by Mr. Webb.</i>																			
1 Vizianagram	157	24,849	54,712	25,452	5,811	110,424	21,589	9,525	20,714	30,289	15,676	34,255	3,509	5,055	58,497				
2 Palacandah	225	1,015	10,226	2,551	..	14,891	2,586	1,053	5,246	6,449	866	4,831	14	..	5,709				
3 Maringy	98	1,777	2,529	1,044	15	4,354	990	252	1,207	1,459	525	1,641	53	15	2,235				
4 Gurpam	96	968	2,727	906	..	4,604	895	193	1,866	1,049	774	1,871	11	..	2,656				
5 Sanguimalga	20	229	791	277	..	1,206	277	32	202	284	196	1,588	..	..	2,785				
6 Chamaudu	15	222	571	208	..	1,001	202	32	149	181	190	421	6	..	618				
7 Tadash Panchapetta	115	1,622	234	304	3	2,163	243	298	58	356	1,323	176	41	3	1,544				
8 Sakur	153	2,105	5,670	2,198	76	10,043	2,093	761	2,124	2,885	1,364	3,566	84	55	5,670				
<i>By Mr. Alexander.</i>																			
9 Bobbili	193	2,735	12,033	4,125	15	18,908	4,084	715	2,667	3,382	2,036	9,365	25	15	11,444				
10 Andra	33	248	375	70	..	692	70	159	163	322	88	211	..	..	390				
11 Madagole	103	1,763	5,661	2,712	1,103	11,057	2,310	1,082	2,987	4,069	747	2,886	383	887	4,864				
12 Goleunda	67	2,588	3,840	1,502	121	8,000	1,371	1,175	2,537	3,712	1,429	1,362	64	..	2,917				
13 Gassipuram	1	..	..	..	..	..	..	..	..	..	..	..	..	..	..
14 Servapully Bhimavaram	13	..	52	42	..	162	42	2	2	4	86	30	..	..	116				
15 Jayapur	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
16 Belgam	14	169	1,930	422	..	2,111	422	11	321	332	149	1,209	..	..	1,365				
Grand total	..	40,219	101,251	41,813	6,644	189,787	87,144	15,290	39,883	54,673	25,443	62,412	4,140	6,092	97,889				

Names of the samindaris.	Jumrah of fasil 1211 N.B. fasil 1210 is the same.	Average gross collection for 1796-97, 1797-98, 1798-99.	1799-1800, 1800-1, 1801-2, and 1802-3 gross collection averaged.	Balance outstanding on the expiration of fasil 1211 in the demand, collection and balance.	Jumrah proposed by Messrs. Webb and Alexander for the first and second year.	Jumrah for the third, fourth, and fifth year.	Jumrah permanently from the sixth year.	Jumrah fixed by the Board of Revenue.						Permanently in pagodas.
	(31)	(32)	(33)	(34)	(35)	(36)	(37)	For fasil 1213.	For fasil 1214.	For fasil 1215.	For fasil 1216.	For fasil 1217.	For fasil 1218.	
	RS.	RS.	RS.	RS.	RS.	RS.	RS.	RS.	RS.	RS.	RS.	RS.	RS.	RS.
1 Vizianagram	6,00,000	5,51,376	5,30,550	5,61,513	5,30,000	5,30,000	5,44,000	5,00,000	5,00,000	5,00,000	5,00,000	5,00,000	5,00,000	1,42,557
2 Palkonda	56,000	54,866	59,917	26,400	57,000	57,000	57,000	51,000	51,000	51,000	51,000	51,000	55,000	12,714
3 Maringy	22,000	19,544	18,408	13,685	14,000	16,000	18,500	14,000	14,000	16,000	16,000	16,000	18,000	5,284
4 Curpam	18,000	15,998	14,750	12,940	10,500	12,000	14,500	10,500	10,500	12,000	12,000	12,000	14,500	4,142
5 Sungumvelasa	7,000	6,219	6,833	3,000	7,000	7,000	7,000	6,700	6,700	6,700	6,700	6,700	6,700	1,914
6 Chemudu	5,500	1,886	5,145	1,850	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	1,428
7 Tadah Pauchapetta	5,000	3,545	2,779	13,892	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	857
8 Salur	45,000	39,165	41,599	24,023	30,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	10,285
9 Bobbili	86,000	73,507	83,445	25,628	90,000	90,000	90,000	84,000	84,000	87,000	87,000	87,000	90,000	25,714
10 Andra	1,545	1,368	1,481	916	1,380	1,380	1,380	1,380	1,380	1,380	1,380	1,380	1,380	394
11 Madagole	30,000	23,502	22,222	1,28,589	25,000	30,000	35,000	25,000	25,000	30,000	30,000	30,000	35,000	10,000
12 Golkonda	11,000	10,210	8,295	66,908	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	2,857
13 Casipuram	1,200	823	1,250	400	600	600	600	600	600	600	600	600	600	171
14 Servapully Bhemavaram	600	..	..	..	400	400	400	400	400	400	400	400	400	114
15 Jayapur	25,000	22,963	24,999	..	5,000	25,000	25,000	16,000	16,000	16,000	16,000	16,000	16,000	4,571
16 Belgam	10,500	9,625	10,500	..	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	3,000
Grand total	9,24,345	8,37,611	8,32,173	6,79,944	8,25,350	8,33,880	8,37,880	7,74,080	7,74,080	7,85,580	7,85,580	7,85,580	8,02,580	2,29,308
														25 10

Reported on by Mr. Webb—cont.

By Mr. Alexander—cont.

CHAPTER IX

EXCHANGE AND CURRENCY POLICY—ENHANCEMENT IN RATIO IS
ENHANCEMENT OF LAND TAX.

CURRENCY AND RENT.

Those who look into the picture depicted by the Circuit Committee about the conduct of the zamindars and other rent farmers, the methods employed by them to defraud the Government of their proper revenue dues on one side and the oppressive methods employed against the cultivators and the greed for making a profit for themselves at the cost of every one and the general condition of the country, might carry an impression that this country was such a backward area without any pretensions for civilized methods either for collection of revenue or carrying on the administration of a country generally, and that India had no currency or coinage or revenue system of her own. As regards the revenue system, it has been dealt with already and shown that the existing revenue system has been copied from the revenue system of Akbar. Now in this chapter we propose to deal with the monetary system of ancient India and the present British currency policy with the specific object of showing its effect on the agriculturist and his income from the land.

To understand fully the British land revenue policy, we shall have to examine side by side—

- (1) the British Indian Currency policy,
- (2) the old Indian Currency system,
- (3) commutation of rents and price levels, and
- (4) changes in rent and currency laws.

It is only when the changes introduced from time to time under all the four heads are examined and kept in view in juxtaposition, the psychology of the British mind and the results of the changes introduced in rent law can be understood. It is only then that the public can understand whether the agriculturist has been placed now in more favourable condition than before the permanent settlement of 1802 and the losses and the sufferings of the agriculturist of the present day are greater or less than those sustained on account of the oppression of the renters, rent-farmers and zamindars in the past.

BRITISH CURRENCY POLICY.

Before dealing with the policy, a summary of events in chronological order is given.

History (in brief).

Monetary
system
during the
Hindu-
Muslim
period.

(1) *Monetary system during the Hindu-Muhammadan periods.*—Mr. Prinsep who is reputed to be the author of the reform of uniform coinage in India published on account of what constituted the basis of the monetary system during the Hindu and Muhammadan periods. According to him, the unit of the old Hindu system of coinage was gold coin of 60 or 120 grains weight. During the Muhammadan period from the time of Sher Shah Gold Dinar (*demarius auri*), the silver drachma and the copper falus (*follis*) formed the currency of the Moghal dominions in India.

(2) There were mints for coining gold, silver and copper coins in the Hindu and Muhammadan periods.

(3) The coinage of gold pagodas continued until 1818 and then it was discontinued. The Government in a communiqué issued then stated as follows:—

“For the convenience of the public the coinage of gold rupees was issued and will be paid and received by all public offices at such rate as may be determined by the proclamation of Government. The present rate until altered by proclamation will be that of one gold rupee for 15 silver rupees.”

From this it is clear that the pagoda was not the only gold coin in circulation. There was also mohur in circulation of the value of Rs. 15 which was equivalent to an English pound. The British Government claims to have made and unified the Moghal system in the interests of India by having made silver rupee the standard coin containing 165 grains

of pure silver and 15 grains of alloy. This in fact was the beginning of the economic trouble in India. It is not true that the unified currency system under which the silver rupee was made the standard coin in 1818 was based on the currency system that obtained in the Indian Mughal Empire. At the end of the 18th century there was different denominations of gold and silver coins in circulation in different districts in this Presidency as well as in other parts of India. On that account the Government felt that great inconvenience was caused to the Company's servants who were not able to make any profit in the remittances which they were making to their own country, i.e., so long as they were earning their salaries in star pagodas and in remitting the same to their home country they were not able to make any extra profit. It was therefore in their interest to change the method from gold currency to the silver unit and the exchange ratio from one shilling four pence to two shillings per rupee. Moreover by reducing the value of the gold rupee from 15 silver rupees to 10 they found that they would be able to import British goods into India at a cheaper price for the Indian consumption, and thus create a market for Britain. The Company therefore changed the system of their accounts from gold star pagodas to one of silver rupees. It was for this reason that the gold standard and gold currency were done away with and the Indian mints were closed. The demonetization of the gold mohur was confined to the external purposes only because they could not have the courage to demonetize the mohur for internal use as well, in their very first attempts. They therefore declared,

“ Although we are fully satisfied of the propriety of the silver rupee being the principal measure of value and the money of account, yet we are by no means desirous of checking the circulation of gold, but of establishing a gold coin on a principle fitted for general use. This coin in our opinion should be called a gold rupee and be made of the same standard as the silver rupee, viz., 180 troy grains weight and 165 grains fine gold, also divided into halves and quarters, that the coins of both gold and silver should be of the same denomination, weight and fineness.”

Two shillings exchange ratio was adopted also to enable Britain to purchase Indian raw materials for two-thirds of their gold prices. Although silver was made the general measures of value in Upper India by Bengal Regulation XXXV of 1793 in place of the Mughal coins, the gold mohur and the rupee, gold star pagoda continued to be in currency in South India until 1813, because South India did not come completely under the British sway until then. Soon as it came under the British rule, a proclamation was issued in 1818 that the silver rupee should be treated from that date as the standard unit of measurement for the whole Presidency. At this time the gold star pagoda contained 52.56 grains, 10½ carats fine.

(4) By Act XVII of 1835 it was declared that no gold coin should from that date be the legal tender of payment in any of the territories of the East India Company and that the rupee, the half rupee and the quarter rupee and the double rupee only should be coined in silver with the weight of a rupee at 180 grains troy (165 grains or 11/12ths of pure silver and 15 grains or 1/12th alloy) and the other coins of proportionate weight. It was also provided by the same Act that ‘gold mohurs’ of Rs. 15 value with a weight of 180 grains troy (11/12ths fine and 1/12th alloy) and gold pieces of the value and denomination of Rs. 30, of Rs. 10 and Rs. 5 only should be coined at the mints within the limits of the East India Company. Thus we find that gold coins had been coined in the Indian mints for a long time and that they had been in circulation until 1835. Having demonetized the gold coin, to avoid suspicion, provision was made in the same Act that mohurs and other gold coins could still be coined at the Company's mints. Under the Act of 1835 mints were still open for the coinage of gold and gold was received at the mints for the purposes of coinage. But certificates for gold coins were discharged in gold only and no certificate for gold was accepted in payments to Government and they believed that by keeping up this show of the free coinage of gold, they could prevent popular agitation on the question of demonetization, but the agitation did not cease. Therefore notwithstanding the declaration made in section 9 of Act XVII of 1835 that from that date gold ceased to be the legal tender in the territories of the East India Company, a proclamation was issued in 1841 that the Treasury offices should receive gold coins, coined even after 1835, at the rates indicated by the denomination of the respective gold pieces until those should have exceeded the limits of lightness prescribed in the said proclamation. Gold coins could under this proclamation be tendered to the treasuries towards Government taxes and they were bound to accept them. Six years later it was again proclaimed that gold formed no part of currency. This was an era of rule by ordinances or proclamation issued as it suited the Company from time to time. Again the proclamation of 1841 was set aside by another financial notification, dated 22nd December 1852 (the year in which there was great fall in prices) and since then the Government have refused to accept gold towards their dues. The cause for this change again was that the acceptance of gold was no longer a profitable business. Not

Currency policy after the Crown has taken over Indian administration from the East India Company.

only was it not profitable but it turned out to be a losing transaction owing to the fall in the exchange value of gold. In 1848 the Californian Gold fields and in 1851 the Australian Gold fields were discovered and consequently there was a heavy influx of gold in the world market. The world's gold production increased from five million pounds per annum to thirty million seven hundred thousand pounds. Necessarily the value of gold relative to silver went down. It was for this reason that a Notification of 22nd December 1852 was issued refusing to accept the gold coins towards the Government dues. *Such was the economic policy of the East India Company until the administration was formally handed to the Crown after the Indian Mutiny of 1857 and the same has been persisted in for nearly 90 years by the Secretary of State with only one difference.* The East India Company acted in an uncouth and ugly manner, whereas the Government under the Crown developed scientific methods in support of their motive for making a profit. The Indian Mutiny of 1857 had convulsed economic India from one end to the other. Indian finance was nothing but a chaos for some years after the Mutiny. There was nothing like a check or audit to prevent fraud. It was under such circumstances that the Crown took charge and appointed the first Finance Member in 1859. The first Finance Member was the Right Hon'ble Sir James Wilson. He died of dysentery within eight months after he entered on his duties, but within these eight months he matured a scheme of paper currency which later in the hands of his successor became the basis of the first Indian Currency Act of 1860. Mr. Wilson did not support gold currency. His proposal for the introduction of paper currency was approved by Queen Victoria's Government, but at the same time it was held that it was not advisable to introduce gold currency into India as they believed that the wants of India will be better met by means of a paper currency. He was succeeded by Mr. Laing and three other Finance members within a period of 15 years. Mr. Laing was a powerful and honest man. Referring to the methods adopted by the East India Company he wrote as follows :—

" A Government to be well served and generally respected must never do a sharp, mean or illiberal act, for depend upon it, the paltry saving of to-day will come back with tenfold expense and a hundredfold discredit on the morrow."

Mr. Laing supported gold currency in India in the first Currency Bill introduced by him in the Legislative Assembly in 1861. In a report sent by him to the Secretary of State on 20th June 1864 he stated that—

Mr. Laing's proposals with regard to Indian currency.

" Sovereigns and half sovereigns according to the British and Australian standard, 11/12ths fine and £ 3 :17 :10½ an ounce; coined at any properly authorized Royal Mint in England, Australia or India, should be declared legal tender in India at the rate of one sovereign for Rs. 10; that the Indian Mints should be open to the receipt of gold bullion on the abovementioned terms to be redelivered in coin at a charge merely sufficient to cover the cost of manufacture which is much below the present charge of 1 per cent. The mint charge on silver should be maintained at the existing rate of 2 per cent. The Government currency notes would be payable either in rupees or in sovereigns at the rate of Rs. 10. No bullion either in gold or silver should be received in exchange for notes."

These recommendations did not constitute a gold standard or real gold currency because the fixing up of the exchange ratio at Rs. 10 per pound by Sir Charles Trevelyan and Mr. Laing was detrimental to the interests of India. But still the proposal contained some features of the gold standard. The Indian public and the Chambers of Commerce in Madras and Bombay pressed for the acceptance of these proposals of Mr. Laing even at 2 shillings ratio. But the Bengal Chamber of Commerce opposed it for obvious reasons. They said that they were

" opposed to any sudden change being attempted, fearing that any such attempt would prove unsuccessful and be likely to cause great derangement in the commerce and finance of India and probably also in the money markets of Europe, if a large quantity of gold were suddenly required to carry out such a change."

What derangement could it have caused to the Indian Commerce, if India had been put on the gold standard? How could Indian finance have suffered? It was not the Indian commerce or the Indian Finance that would have suffered but it was British Commerce, British Finance and British interests in the European market that would have suffered most by the change. It was therefore quite handy for Sir Charles Wood as Secretary of State to reject the proposal of Sir Charles Trevelyan summarily on the advice of the Bengal Chamber. This was the first refusal on this vital question after the Crown took the reins of Government into its hands. Such is the beginning of the second period of the economic policy of Great Britain after the Crown had taken charge of the administration of the country. Since then, i.e., 80 years until now the same policy has been maintained and it is necessary to note how step by step India has been ruined economically in the matter of agriculture, commerce, industries and currency and finance on account of

the continued refusal of the Secretary of State to establish a gold standard. Although the scheme of Sir Charles Trevelyan had been rejected a notification was again issued by the India Government as follows :—

“Sovereigns and half sovereigns coined at any authorized Royal Mint in England or Australia of current weight, shall, until further notice, be received in all the treasuries of British India and its dependencies, in payment of sums due to the Government as the equivalent of Rs. 10 and Rs. 5, respectively; and that such sovereigns and half sovereigns, shall, whenever available, at any Government treasury be paid at the same rates to any person willing to receive them in payment of claims against the Government.”

Who was benefited by such notifications? It was meant only to make the common people believe that the gold coin was still in use and that nothing serious had happened by the sterilisation of the sovereign. What distinction could it make between demonetization and allowing the coin to be used for some specific purpose whenever it pleased the Government? To add to this confusion it was further notified that notes will be issued in exchange for sovereigns or half sovereigns at the same time at the rate of Rs. 10 and Rs. 5, respectively, to an extent not exceeding one-fourth of the total amount of issues represented by coins or by coining bullion in each case. What could be the effect of such notifications? Surely they would not stabilize the value of gold coin nor would they convince the people that gold coins could be stocked in large quantities without danger to their own existence, believing that the gold standard had been restored. It added to the great uncertainty of the value of these coins. These notifications refer to the gold coins minted in the Royal Mints of England or Australia. When there was a gold mint ready for coining in India as it had been done in the past, why should the people be asked to go in for the coins of England or Australia? The Directors of the Bank of Bengal were amongst the earliest to protest against the mischievous effect of such notifications. They addressed the Secretary of State for India in March 1865 as follows :—

“With the experience of the past three months before us, we think that the time has come when sovereigns and half sovereigns of full weight may, with safety and advantage, be declared legal tender at the respective rates of Rs. 10 and Rs. 5; and that the introduction of the sovereigns into the currency of India will be generally welcomed as a great public boon.”

The case for India was presented in the best possible manner by the Bank of Bengal, but Sir Charles Wood was obstinate as usual. He knew which side the bread was buttered. His reply was that the time had not yet arrived for re-establishing the gold standard. This was in May 1865, the year in which the Rent Recovery Act VIII of 1865 was passed.

1865 was a momentous year for the rest of the world, whereas it operated as a very mischievous one for the Indian agriculturist on account of the changes introduced in the law relating to the right of the agriculturist to the soil and also to the rate of rent. The world conditions of 1865 will account to a large extent for the changes introduced in the Madras Rent Recovery Act VIII of 1865.

For 15 or 16 years before 1865 we had noticed the fluctuations in gold value due to overproduction by the newly discovered gold mines of California and Australia and how India had suffered economically. We had also noticed how Britain had been resisting the demand for gold standard the whole period. We come upon a new land mark in the economic history of India as well as the world in the year 1865. It was in this year that a treaty was entered into between France, Belgium, Italy and Switzerland with a view to solve the exchange problems that arose owing to the fluctuations in gold value. This treaty was known as the Latin Union Treaty and all the four countries agreed on a uniform and interchangeable coinage of gold and silver. They also agreed on making all the gold coins and the silver franc pieces legal tender in the States of the Union. While such was the world condition India was fixed to silver standard and 2 shillings ratio and a paper currency without metallic security. The first Currency Bill was passed into law in 1860 by Mr. Laing, the second Finance Member. With a silver standard and a new currency law, silver value being subjected to severe fluctuations in the following years, India's position could not be comfortable. With European countries entering into the Latin Union Treaty and the Secretary of State for India refusing to restore the gold standard, Indian agriculturist, trader and industrialist were obliged to stand with folded hands as helpless spectators of the whole show. Not only that. They became victims to the land revenue policy of the Government of Madras, which presented a sudden change of front when it introduced new provisions into the Rent Recovery Act VIII of 1865 which enabled the Government as well as the zamindars to enhance rents on grounds which never permitted them to have recourse to, under the law that was in force before 1865, viz., Regulation XXX of 1802. What was the motive behind the change in the land revenue policy effected in the Rent Recovery Act of 1865? The desire to make profits constituted the motive power for introducing clauses (i) to (iv), section 11 of the Act VIII of 1865, and also for the currency policy and exchange ratio of 2 shillings per rupee.

CURRENCY—HOW IT ENHANCES RENT.

Land
revenue
policy
during the
Hindu and
Muham-
madan
periods.

It is an acknowledged fact that India was the most advanced and civilized country from time out of memory in every respect when some of the modern civilized countries including Great Britain were practically in wilderness. Finest of the cloth was made in India when in some of the most advanced countries of the modern day, the use of cloth was not known to the people. The same was the case in regard to the revenue system of administration and also administration of currency and exchange. During the Hindu period and also the Muhammadan period there was gold-standard in force. It may not have been in a perfected form as it is in recent times. There were mints to coin gold, silver and copper. There were gold mohurs, silver rupees, half rupees, four-anna pieces and copper coins, both during the Hindu and Muhammadan periods corresponding to the English gold, silver and copper coins. There was a period when a piece of wood was adopted as current coin of the King in other countries while gold, silver and copper coins were minted in the Indian mints and put in currency. Although gold, silver and copper coins were in force the rent was collected from the cultivators from time immemorial in kind; fixing a certain share of the produce as the amount payable to the King or Ruler to enable him to carry on his administration. During the Hindu era the share of the gross produce taken by the Raja or Ruler was one-sixth. The Muhammadan conquerors maintained their predecessor's claims; and in order to render it more effective, developed and organized a definite land revenue system, of which a full account is contained in the memoir known as the Ain-i-Akbari, written by Akbar's Minister, Sheik Abdul-Fazl. The Muhammadan demand for land revenue which was largely assessed in cash was based on a third share of the gross produce as compared with the Hindu one-sixth; but it had reached an even higher standard in many places if not generally, before the advent of the British, as is clear from some of the documents produced by a witness on behalf of the Raja of Panagal's estate which was only a part of the ancient Kalahasti zamindari.

CURRENCY—NATURE OF RENT AND EFFECT OF CURRENCY.

Land
revenue
policy of the
British.

As pointed out above rent was in the shape of a share of the produce known as King's share during the Hindu and Muhammadan and the early part of the British rule. If the same sharing system had been maintained and administered impartially and justly there would not have been ordinarily any economic troubles of the modern day. So long as a fixed share of produce was recognized as the rent payable by the cultivator it followed as a matter of course that the Ruler could claim his share of the rent only when the land yielded and not otherwise. If the lands did not yield and there was no produce to the misfortune of the cultivator, this misfortune was shared by the Ruler inasmuch as he was not in a position to get his share of the revenue to enable him to carry on the administration. The question of remission or no remission could never arise. They were governed, the Ruler as well as the tenant and even the middleman, by a natural rule of justice. During the Hindu and Muhammadan periods while the mints were minting gold, silver and copper coins and they were put into circulation for improving trade, industry, and agriculture for the common benefit of the people and the Rulers, there was no manipulation of currency by expansion or contraction, which are also known as inflation and deflation. There was no application of other artificial methods that have been invented during the last 100 years of the British rule. There was also no question of exploitation by a foreign Ruler because the Mussalmans had settled down in the country and treated it as their own. There was no occasion during the Muhammadan period for the Muhammadan rulers or subjects to earn money in India and send it to a foreign country as has been done in the case of the British rule. If the British had continued to take a share of the produce as rent and if they had not built up a new Monetary system and an Alien Currency Policy, the present day troubles of the cultivators could never have come into existence. Ever since the British gained a firm footing in India, even from the beginnings of the administration of the East India Company which had come into India for trading purposes, their outlook was different and the policy worked by them was utterly inconsistent with the interests of the people. The East India Company managed to carry on their business without introducing the currency troubles for sometime. Having been a trading company which was under an obligation to submit their reports and accounts to the British Government in England, they had to maintain their accounts in India. In the beginning they had no motives. They opened their accounts in star-pagodas of $3\frac{1}{2}$ rupees value and they were submitting their reports and monies to their home in gold star-pagodas and not in rupees. In 1818 their accounts were kept in star-pagodas. After they had firmly settled down they introduced the thin end of the wedge so early as 1818, because of the necessity to remit the monies which they earned in India in rupees to their homes. They realized that by remitting gold mohurs and gold star-pagodas to

England there was no gain for them. They also realized that they could not introduce any exchange ratio so long as the gold mohurs, silver rupees and copper coins were allowed to be current coins. The Court of Directors, therefore, thought that the first step which they should take was to do away with the system of gold-standard which the Indians had been enjoying. They abolished the gold-standard, closed the gold mints and declared that silver rupee should be the standard of measurement. Having done this they declared that the exchange value of the English pound (£) should be only Rs. 10 and not Rs. 15, as had prevailed for centuries together. In other words, even in those days, they declared that the exchange ratio should be two shillings per rupee. In one stroke they reduced the value by one-third. We may take it that this was the beginning of the exchange ratio in India under the British rule and through it additional tax on the agriculturist.

Currency
policy of
the British.

While steps were being taken from 1802 to 1865 to find methods for increasing the rent payable by the tenant to the Government on one side and to the zamindar on the other, they were taking care to add fresh taxes to the agriculturists through the exchange ratio. The two shillings ratio fixed in 1818 remained in force for a very long time and it was changed again when they found that the value of the gold had fallen owing to the discovery of gold fields in California and Australia. They changed it again into a form that would be more beneficial to them when the gold prices had risen once again. Thus it was the subject of periodical revision effected to promote the trade and industry of Great Britain and enrich their servants in India. We shall deal with only a few landmarks in this connexion, so as to cover the period from 1818 to 1938. After fixing the ratio at 2s. per rupee in 1818 and after it had gone through several vicissitudes it settled down again at £0-1-4 which was the ancient customary rate that had prevailed in India during the Hindu and Muhammadan periods and also for a long time after the British advent. Next we take 1920 the year in which the ratio was enhanced once again from 1s. 4d. to 2s. The third and the last we may take the year 1928 in which the ratio was increased from 1s. and 4d. to 1s. and 6d. The country is suffering on account of that increment, even now. When the Chamber of Commerce of India demanded recently that the exchange ratio should be reduced to 1s. and 4d. a few weeks back the reply came forth readily from the Secretary of State and the Viceroy that no such thing would be done. Each time the ratio is increased whether it be from 1s. 4d. to 2s. or to 1s. 6d., that increment operated as a tax on the produce of the cultivator.

Mr. Campbell and Mr. John Moor, Members of the Fowler Currency Committee, fought for the people of India and recorded their Minute of Dissent in 1898. They did not agree then even to 1s. and 4d. ratio; they wanted to reduce it to 1s. and 3d. Their objection to 1s. and 4d. was on the ground of firstly:

An increased
ratio of
exchange
is in effect
an additional
tax
on the
agriculturist.

“Its effect is an unfair tax on native production while conferring bounty on imported goods. It is not a sufficient reply to this to say that as imports are paid for by exports, the gain and loss to the community are equal. This is evident when we consider that the native producer is the class which loses while the class which gains is the consumer of imported goods. It can never be sound policy to handicap native industry while giving bounty to foreign imports; and in the case of India with large foreign obligations which can only be met by surplus exports of produce, it would be a fatal course to pursue.”

What is the effect of the increase in the exchange ratio on the agricultural produce and the rent ryot has to pay to the landholder? The first and the most important result was that it tended to cause a fall in prices measured in rupees in India, and was therefore, favourable to all those who received salaries or wages fixed in rupees and also to all creditors in India whose credits were fixed in terms of rupees. On the other hand, it was unfavourable to all producers of commodities in India and particularly to the great mass of agricultural population who had produce to sell and to all debtors in India whose debts were fixed in rupees. This was what happened in 1920 as a result of which many millionaires had become beggars. The exchange ratio was fixed at 2s. to the rupees reducing the value of the sovereign from Rs. 15 to Rs. 10.

It was suggested then that a fair and most practicable solution of the question would be to abandon the attempt to raise the value of the rupee to anything like 11; 3 grains of fine gold, and to aim at the permanent re-establishment of the pre-war rate of 7; 5 of fine gold that is one-fifteenth of a sovereign, or 16d. per rupee measured in gold. The Secretary of State should announce this to be his policy, and the Government of India should pass an Act declaring that the sovereign shall again be legal tender for 15 rupees. This would prevent the gold value of the rupee from rising above one-fifteenth of a

sovereign as part of the currency in circulation in India. Even so, there would still be a danger that, owing to the enormous quantity of rupees and notes in existence it might be difficult to keep the rupee up to its present rate in exchange of about one-fifteenth of a sovereign, and it would be advisable to take steps to make a gradual reduction in the amount of currency notes in circulation and in the quantity of rupee coins in existence, and the Government of India is in possession of ample resources to enable it to make such a reduction. If that had been done there was reason to hope that the rupee would again be stabilized at its pre-war value of one-fifteenth of the gold in a sovereign, to the great advantage of India's trade and in the interests of justice as between creditors and debtors. But such advice was not acceptable to the Secretary of State then.

When Sir Basil Blackett, Finance Member of the Government of India, introduced a Bill in 1927-28 to fix the exchange ratio permanently at 1s. 6d., while its natural ratio was 1s. 4d., Sir Basil Blackett argued that if the 1s. 6d. ratio were not accepted the loss would be over five crores of rupees. It was pointed out to him then that if that was the loss from the revenue point of view the loss from the point of the agriculturists and the producer would be several times more than that. To maintain that ratio artificially at 1s. 6d. the Finance Member had resorted to a painful process of deflation for two years. The deflation within nine months was in the vicinity of 30 crores of rupees. When this was done in the year of good monsoons and after six successive favourable monsoons, the result was that agriculture as well as industry was reduced to very bad straights. According to the report of the Babington Smith Currency Committee, the loss sustained by the country on account of the revaluation of the sterling investments in gold reserve at 2s. to the rupee lead to a deficiency amounting to 38½ crores in the result. When the exchange ratio was increased from 1s. 4d. to 1s. 6d. in 1927 and 1928 such were the losses that the agriculturists had been continuously put to on account of the same ratio being enforced in the country as against the producer. Since 1927 and 1928 the agriculturists have been suffering continuously on account of indirect tax imposed by the increase in the exchange ratio.

Agitation
over
exchange
ratio.

Now it is more than ten years since this was done. There was some little agitation in the beginning by the great and rich men of India through the currency League which they started. They declared in the beginning that they would continue to fight until the ratio was reduced to 1s. 4d. But after a while the agitation was dropped because of the cost and also because of the fear that they might not succeed through their constitutional agitation. It is quite true they did not succeed. The Congress and the people who had been carrying on their political battles through direct action did not apply their minds to the question of exchange ratio even in regulating their methods of fight. For the first time, it was left to Mr. Subash Chandra Bose, the present President of the Congress, to have given thought to the question of exchange ratio. This view was taken by him in view of the recent agitation started by the Indian Chambers of Commerce and the resolutions passed demanding reduction of ratio to 1s. 4d. because their export trade was falling off and they were losing. So long as their business was flourishing they did not think of this matter. Now when they have taken it up the reply given by the Secretary of State was very curt and brief. Great Britain would make India do what was wanted of her. Great Britain would silence India on the question of ratio with one short reply. But the matter did not rest with the agitation in India. It is the world conditions to some extent that have been controlling the fate of this currency and exchange. According to the recent reports the rupee-sterling exchange which was ruling at 1s. 5-27/32d. all on a sudden met with a sensational collapse on 2nd June 1938 and touched to 1s. 5-48/64d., a level below the statutory limit of 1s. 5-49/64d. fixed in section 40 of the Reserve Bank Act. According to the latest report the hundred rule was hopelessly weak. The export figures of April last show an unprecedented fall of nearly three crores when compared with April 1937. It is said by the Government of India that the Reserve Bank has enough resources (160 crores rupees) to back up and maintain the exchange; but the question now is whether we have that amount and whether the Bank can waste its resources in maintaining the sterling. One party held the view that the purchasing power even in a country like America had gone down owing to loss of export trade to China on account of the Sino-Japanese Conflict, therefore, there appears no immediate chance of a rise in the prices of commodities which will have its reaction in the export trade of every country, particularly India's. India will be most affected and her export trade will not improve in any way in the near future. Nearly 95 per cent of gold in India that had been imported for two decades prior to 1931 has been exported during the last seven years, and the chances of gold export from India have become very distant. Therefore, the export trade would go down

and exchange would be affected. The Reserve Bank does not seem to have any idea of approaching the Central Government to revise the ratio.

The Government of India issued a communiqué stating that they had 160 crores of rupees to maintain the exchange ratio at 1s. 6d. whatever might be the natural pull to keep it at a lower level. Since 1927, the Government have been able to maintain the ratio at 1s. 6d. at the expense of the Indian producer. The past experience during the last 150 years has not made the Government and the economic speculators of the world and Indian Government any wiser. The Government knew that the economic depression of the world and the Indian economic distress that started in 1929-30 was due mostly to the application of the artificial methods of expansion and contraction; and if they had escaped from a complete collapse, it was only due to an accident, viz., the export of the Indian gold to England.

Government of India's communiqué.

They know also that, if they and other countries had been compelled to abandon gold, it was largely due to the manipulation of the currency and exchange policy to suit their own convenience and advantage. They believed and they succeeded in the end in finding a way to get on with their business, without the advent of the monetary system and without proper security behind the currency notes.

But they did not know that the success was only temporary and it could not hold on for a long time, and that trouble might start once again any day.

A few weeks back, it started suddenly with sensational collapse of the rupee sterling exchange which was ruling at 1s. 5-27/32d. to 1s. 5-48/64d., which is a level below the statutory limit of 1s. 5-49/64d. prescribed in section 40 of the Reserve Bank Act. The export figures of April 1938 show an unprecedented fall of nearly three crores of rupees, when compared with the figures of April 1937. This created stir in the Central Government.

A communiqué was issued straightaway without caring to know what effect it may produce on public mind and money market of the world. A bold statement was issued with the belief that anything would be enough to convince the people of this country, and that if the ratio could continue to fall still further, the Government had enough resources to meet the situation. The questions, whose money it is and whether Government have got the power to spend that money to maintain the ratio again artificially were not taken into account, before issuing the communiqué. In these days, the public are very vigilant and also knowing.

Mr. S. C. Majumdar, a Member of the Committee of the Merchants' Chamber, gave a reply promptly to the Government communicate pointing out that the reserves in the Issue Department of the Reserve Bank of India are intended to ensure convertibility of the notes issued by the Issue Department, and they constitute a liability to the public. He further pointed out, that, beyond this paper currency reserve, there was hardly any other resource that could be utilized for the purpose of maintaining the exchange ratio, and for meeting the obligations, they have under the Reserve Bank of India Act.

Mr. Majumdar analysed the situation. Let us examine the financial position of the Reserve Bank. On 27th May 1938, the total liability of the Issue Department of the Reserve Bank was 215 crores. As against this, the Reserve Bank holds good and gold coins worth about 44 crores, and sterling securities of 78 crores. The balance of the assets are in the form of rupee securities and rupee coins which are practically useless to serve as a security for the external convertibility of the rupee and to back up the rupee exchange.

Mr. Majumdar proved the absurdity of the claim made by the Government by stating the facts as follows :—

“ *Reserve Bank's Resources.*—Taking, therefore, the gold and the sterling assets available for the rupee exchange into account, we find that there are only 44 crores of gold and Rs. 78 crores worth of sterling securities. Now, out of this only Rs. 4 crores of gold may be available for the purpose of supporting the exchange, as, under the Reserve Bank of India Act, the Bank is obliged to keep Rs. 40 crores of gold as fixed reserve against the notes issued by the Bank under section 33 of the Act. Other assets are Rs. 78 crores of sterling securities, under the same section of the Act [Sub-clause (1)] the Reserve Bank of India is obliged to keep two-fifths of its assets in the form of gold and sterling securities. Taking, therefore, Rs. 40 crores of gold available as fixed assets, we will require another 45 crores as fixed assets in the form of sterling securities, to conform to the provisions of this section. This, therefore, leaves a balance of Rs. 32 crores as excess of sterling securities over the statutory requirements against the note issues of the Reserve Bank of India.

Mr. Majumdar's reply to the Government's communiqué.

"We, therefore, find that the sterling assets of 36 crores of rupees including Rs. 4 crores of gold are the only assets available for the purpose of maintaining the rupee exchange.

The requirements of the Government of India for meeting the obligations to the Secretary of State will be to the tune of Rs. 40 to 45 crores for the financial year 1938-39. So that we find there will be a deficit in the sterling assets of the Government of India only to meet their ordinary obligations, particularly as the Government is not in a position to buy sterling from the open market under the present exchange ratio against their rupee assets.

"We, therefore, find that, instead of having any assets to support the rupee exchange, the Government of India are short of assets to the tune of five to six crores for meeting their external obligations, while keeping within the provisions of the Reserve Bank of India Act in so far as the currency obligations of the Reserve Bank of India are concerned. No doubt, the present holding of gold is calculated at the rate of Rs. 22 for the purpose of accounting assets in the Reserve Bank. If the present market holding of gold is revalued at the present market rate there will be a surplus.

"It will be interesting to know what other secret assets the Government of India have got to support the exchange and in what form it is maintained to that this misleading statement of 160 crores of assets may be cleared up."

Reply to Mr. Majumdar that the reserves of the Reserve Bank can be if necessary used for the defence of the external value of the rupee.

As against the charge made by Mr. Majumdar, it is pleaded that the restrictions placed in the Reserve Bank Act on the nature of the reserves to be held by it, are not meant to render them incapable of use in defence of the external value of the rupee. It is further alleged that the intention of the Reserve Bank Act was that the entire reserves of the bank should be available for the defence of the rupee, if necessary by recourse to section 37 and the suspense of the ordinary provision governing the reserves. This contention is still more extraordinary.

If that is the intention of the Reserve Bank Act, and if such is the way in which the paper currency reserves could be directed to back up the exchange ratio, there can be no hope of redemption of this country even for centuries together. The Reserve Bank is intended to serve this country in the same manner in which the Bank of England serves Great Britain. But we know that the Reserve Bank Act was passed not by a representative Legislature, but by a body which does not claim to serve the people of this country in their best interests.

Such a claim to convert paper currency reserve into a defence fund for the rupee exchange was not upheld as legal or proper even in the early part of the British administration of this country.

Paper currency reserve was maintained to enable the conversion of the notes into cash. This is what is meant by convertibility. This fund was not intended to be diverted for any other purpose either by the Government or by their agency banks. It was never contemplated that this reserve should become the basis of operation for the contraction and expansion of the purchasing power (money) from time to time for selfish ends.

The Currency Act 19 of 1861, was twisted and tortured when, long ago, a severe economic crisis overtook the Bank of Bombay in 1865, which was one of the agents of the Government of India then for issuing and promoting circulation. 1865 was the year, in which the changes in the Rent Recovery Act to enable the landholder to enhance the rents were introduced in the mysterious manner stated in a previous chapter.

Crisis of Bank of Bombay in 1865.

In June 1865, there was rush on the Bank of Bombay. The Governor of Bombay immediately ran to the rescue of the bank. The Bombay Government had no money to spare for such a purpose in a legitimate manner. The paper currency reserve which could be used only for cashing the notes, had been quite handy for the Governor of Bombay. He wired at once to the Government of India for permission to advance to the bank from the paper currency reserve 150 lakhs of rupees. This was done with a view to save the economic crisis, and to prevent the spread of it all over the country and possibly to avoid the collapse of the Government itself, that was really responsible for the trouble. The Government of India replied by telegram as follows :—

"With reference to your telegram of yesterday, use your discretion. You will be supported. Keep us informed of the progress of the affairs."

The Bombay Governor had no discretion in the matter. Under the Act it was illegal to divert the reserve for any other purpose. The fact that the Government was ready to back up the bank, was enough to help it to get over the trouble without actually drawing the paper currency reserve.

Having accomplished this as between the Bombay Governor and the Government of India, a report was sent to the Secretary of State, of the whole proceedings. He condemned the attempt as illegal and unjustifiable. His wire was as follows:—

Secretary of State's condemnation of the way the Bombay Governor acted with the crisis of Bank of Bombay.

"It is quite clear that, if any connexion is to be maintained between the Government and the Bank of Bombay, effective measures must be taken for guarding against any similar proceeding. The objections to using any portion of that reserve for any such purpose can be scarcely exaggerated. It would in the first place be illegal and even if this were not the case, the state of things which led to the pressure on the bank might probably lead to a demand on the currency department for coin and for notes and the amounts to meet the demand would have been taken away by the advance to the bank. It is impossible in future for any such proceeding which might lead to such result."

This was how at the end of the fourth year after the introduction of the Government paper currency, every safeguard provided in the Act for the proper finance and even silver standard has been nullified in practice; and control over the purchasing power was once again transferred into the hands of the British private banks in India.

While that was the demand in 1865, made by the Secretary of State, the Government of India issues a communiqué to-day saying that all the money at the disposal of the reserve bank and partly the money belonging to the paper currency reserve would be utilized for maintaining the exchange ratio once again artificially.

It had already been pointed out, how to regulate the exchange ratio and the exchange policy by artificial methods of inflation and deflation had been frequently resorted to, ostensibly for the benefit of India, but in truth, to advance the interests of Britain.

The same policy is continued throughout. Even in 1938, the reply of the Government of India to the demand for the reduction of the ratio, is "it shall not be done."

For whose benefit, the ratio has been kept high, has already been dealt with. And how this difference in the ratio operates as an additional tax on the agriculturist has already been shown.

In addition to the loss which he sustains on account of the exchange ratio, he is now told that the Government is bent upon spending crores of rupees to maintain the ratio at a false level of 1 shilling 6 pence when the nature pulls it down to its natural lower level. It is neither legal nor equitable. But there is nothing like law or equity in the Indian currency policy of Great Britain.

It has already been pointed out that Sir Basil Blakett, the Finance Member of the Government of India in 1927-28, admitted that he spent 30 crores of rupees in nine months, in his endeavour to maintain the ratio falsely at 1s. 6d. as against the natural level of 1s. 4d.

How many crores of rupees will have to be spent, if the present crisis should continue, to maintain the ratio artificially, God alone knows.

This problem of exchange ratio would have been solved long ago during the last 20 years of struggle for the freedom of the country, if only the leaders of the Congress, who had led the movement, had directed their attention to this aspect, and educated the people on this matter.

This is discussed at length with a view to show to the Legislatures which represent the people of this Presidency, that they should concentrate their attention on this aspect in future; and all that is possible in carrying on the Provincial administration to checkmate the exchange ratio and circumvent it, if necessary, by regulating production, distribution and sale of all the commodities in the Presidency to the best advantage of the people, by having recourse, if necessary, to barter system for the purpose of carrying on interprovincial business in this country.

Conclusion.

AS a result of the currency policy of the British Government in India and the demonitisation of gold coins by Act XVII of 1835, and the periodical enhancement of the exchange ratio, the agriculturist has been put to losses which cannot be easily measured. The present economic depression in the country is due to the frequent application of artificial methods of expansion and contraction of currency, for the benefit of Britain. There was enhancement of rupee ratio from 1s. 4d. to 2s. :

(1) in or about 1818,

(2) in or about 1865,

(3) in 1920, and the last enhancement was from 1s. 4d. to 1s. 6d. in 1927-28.

The increase in ratio on each occasion operates as an unjust tax on the produce of the cultivator. Next it tends to cause a fall in prices. As a result of this, the producers' commodities in India, particularly the agriculturists', are seriously affected by their not getting the full value for the goods they sell. Steps must be taken to get the exchange ratio reduced to the normal level. One of the most effective methods of getting over the trouble caused by the enhancement of ratio, is by regulating production, distribution and sale, primarily within the limits of the Provincial Governments and secondarily by regulating trade relations between province and province through barter system.

CHAPTER X

CASE LAW—UPHOLDING FIXITY OF TENURE AND FIXITY OF RENT PERMANENTLY.

JUDGE-MADE AND STATUTORY LAW ON RIGHT TO THE SOIL.

The Madras Landholders' Association in paragraphs 1 to 5 of their first memorandum assert that the zamindar is the proprietor of the soil and that the Statutory Law of British India and particularly the Estates Land Act concedes the proprietorship of the soil to the landholder. On the other hand, the ryots all over the Presidency have been contending that the tenant is the proprietor of the soil and that this fact has been recognized from time immemorial by the Rulers, the regulations and statutes enacted by them, particularly the Estates Land Act and also by Courts of Law that have declared from time to time judicially the rights of the tenants. It is further asserted on the part of the tenant that his right to the soil is not one that was granted to him by Kings or by regulations or statutes or by the Judges who decided the cases. It is a right, they say, that had existed in them from time out of memory known as customary right and it has been declared by the Kings of the Hindu and Mussalman periods and the Rulers of the British period, their Law Courts and Legislatures that their right was not one conferred upon them by anybody but it is a customary right which is vested in them and which has been enjoyed by them from generation to generation up till now. According to the tenant the zamindar is only a collector of the rent on the revenue in other words, he is the rent-farmer. The zamindar repudiates this and even resents the use of such language.

This question will now be examined in the light of the judicial decisions and statutory law. Some confusion was created by section 11 of the Rent Recovery Act and by some judicial decisions. So far as statutory law is concerned whether it is during the period of Regulations or Ordinances or Enactments, it has been consistently declared that the right to the soil has always been in the cultivator. When you come to judicial decisions, the trouble begins from the passing of the Rent Recovery Act VIII of 1865, on account of the unwarranted changes introduced into it. Some courts during early days were mislead to hold that the tenant in a zamindari or other estate was only a tenant from year to year or a tenant-at-will, and that view continued until it was held later that he had a permanent right of occupancy. Such was the course of law prior to Chockalingam Pillai's case and for some time after that, until it was set right in 13 Madras, page 60; 20 Madras, 299; 16 Madras, 271; and 23 Madras 318.

I.L.R., 13,
Madras, 60.

13. *Madras, page 60.*—In this case, one of the zamindars of the Nuzvid estate sought to eject his ryot and his decree holder, who purchased the interest of the land in Court sale, on the ground that the ryot was only a tenant-at-will and had no right of occupancy. There was no evidence on either side. It was contended for the zamindar that the burden of proving assignable interest either from contract or usage as mentioned in section 38 of Act VIII of 1865 was on the tenant and in the absence of any such evidence the appellant had a right to re-enter; in other words, to eject him.

Justice Muthuswami Ayyar and Justice Wilkinson held that section 38 of Act VIII of 1865 did not deal with the presumptions on which the onus of proof rested and that it only specified the resources from which an assignable interest is derived. They pointed out that the law on the subject as previously administered in this Presidency was declared in sections 106 and 108 of the Transfer of Property Act and according to that the presumption in regard to agricultural tenancy was that it was a tenancy for year to year and that it was an assignable interest in the absence of agreement or local usage to the contrary. This was not a correct view. The Judges relied on sections 106 and 108 of the Transfer of Property Act only for showing that the tenant had a saleable and assignable interest.

In the case of Venkatarama Ayyar v. Ananda Chetti, 5 Madras High Court Reports, 120, it was held that the tenancy of an ordinary pattadar or ryot in a mita was assignable. In deciding this case, the Madras High Court observed—

“ We apprehend the established general rule of law in this Presidency to be that such a tenancy, when properly created, entitles the tenant to the right of occupancy for the purpose of cultivation until default in the payment of the stipulated rent at the time it becomes due, and that it may be determined upon

such default under section 41 of Madras Act VIII of 1865, or at any time by the landlord's acceptance of a surrender by the tenant which is required to be in writing by section 12 of the same Act."

The learned Judges construed this as an authority for the proposition that even in cases in which a permanent right of occupancy was not proved there was a right to continue in possession so long as the rent was punctually paid.

Referring to Chockalingam Pillai's case, 6 Madras High Court Reports, 164, in which it was held, wrongly, that neither the Rent Recovery Act nor the Regulations operated to extend a tenancy beyond the period of its duration secured by the express or implied purpose of the contract creating it. The Judge observed that there was nothing in any existing written law to render a tenancy once created only modifiable by a revision of rent, but not terminable at the will of the lessor exercised in accordance with . . . In the same decision, it was however held that the decision in 5 Madras High Court Reports, 120, went too far in laying down the rule as to a pattadar's right of occupancy in the tenancy field. In other words, the decision in 5 Madras High Court Reports, 120, was an authority for the proposition that if there was a contract expressed or implied the duration of the tenancy and the right claim of the tenant were governed by it and to that extent the rule laid down in Venkatarama Ayyar *v.* Ananda Chetty could not be applicable.

After reviewing all the decisions Mr. Justice Muthuswami Ayyar held as follows:—

"According to the course of decisions, therefore, in this Presidency, the landlord may determine the tenancy if there is a contract, express or implied, by exercising his will in accordance with his obligations; that there is no presumption in favour of a tenancy-at-will; that an occupancy right may exist by custom; that a pattadar or ryot in a mitta is entitled to continue in possession so long as he regularly pays rent and has an assignable interest, and that by reason of special circumstances in evidence the onus of proof may be shifted, even in regard to a permanent occupancy right, from the tenant to the landlord."

After discussing the decisions of Calcutta and also of the Privy Council, Justice Muthuswami Ayyar on a review of all the previous cases, held that there was no presumption that every zamindari ryot was a tenant of the field and it would be monstrous to hold that every tenant in a zamindari to be a tenant-at-will, and further held that the zamindar was not entitled to evict a ryot until he proves that the right of the tenant was not one of permanent occupancy.

Justice Wilkinson agreed with this view. This is the first time that this question was approached by the learned Judges of the High Court with a detached view, shaking off the temptation to interpret the provisions of the Rent Recovery Act in an illiberal manner.

From this it is clear that from 1865 when the Rent Recovery Act was passed repealing Regulation XXX of 1802 until July 10, 1889, when the decision in I.L.R., 13 Madras, page 60 was pronounced, there was a cloud over the permanent occupancy right of the tenant created partly by wrong interpretation of the provisions of the Rent Recovery Act VIII of 1865 and partly by not being able to understand the nature of the rights which the cultivators possessed in the land. It was left to Mr. Justice Muthuswami Ayyar to make the first attempt to clear it, by laying down the rules referred to above. There had not been any evidence on either side. This case went on the basis of presumptions to a large extent.

I.L.R. 16, Madras, 271.—The question came up again in 16 Madras, page 271, *I.L.R., 16 Madras, 271* Venkatamahalakshmma *v.* Ramazogi. This is a case of the estate of Kassimkota in Vizagapatam, where the zamindarini filed suit for ejectment against the ryot who executed a muchilika in favour of the zamindarini for one year. On the basis of that muchilika and alleged agreement for one year, the zamindarini contended that the ryot must be presumed to have been a tenant-at-will or a tenant from year to year. It was also contended that it was not open to the tenant under the old regulations or Act VIII of 1865 to contend that his tenancy could extend beyond the period of its duration when it was specially fixed by a contract. Mr Justice Muthuswami Ayyar and Mr. Justice Wilkinson held in this case there was proof that the duration of the holding was at least 120 years and that in such cases it was not unreasonable to hold that the ONUS of showing that the tenancy commenced under the plaintiff or his ancestors rested on the zamindar and that until he showed it, the zamindar may fairly be presumed to have been the assignee of the Government revenue and the tenant made liable to pay a fair rent and entitled to continue

in that possession as long as he regularly paid it (the rent). As regards the yearly muchilika the learned Judges held that there was nothing in it inconsistent with the ryot's contentions and that it should not be inferred from the exchange of pattas and muchilikas under Act VIII of 1865 that such terms would entitle any Court to draw any inference that the holding of the tenant was a tenancy from year to year. It was further held that the exchange of patta and muchilika was ordinarily nothing more than a record of what the tenant had to pay for a particular year with reference to the pre-existing relation of the landlord and tenant and that the term tenant defined in Act VIII of 1865 was only for the purpose of that Act and meant nothing more than that the holding was subject to the payment of rent. Their Lordships also held—

“ It does not necessarily imply that the tenant was originally let into possession by the plaintiff's ancestor, and it may be that the payment was due in consequence of the STATUS of the zamindar as the farmer of public revenue.”

This case also did not lay down the rule in the manner in which it should have been done but it was done in the later cases reported in I.L.R., XX Madras, page 229 and I.L.R., XXIII Madras, page .

I.L.R., XX
Madras, 299.

✓I.L.R., XX Madras, page 299.—This is a case relating to the ejection of a ryot in the zamindari of Vallur. After a review of all the cases in an exhaustive judgment, Mr. Justice Subramania Ayyar and Justice Benson laid down the rule as follows:—

“ A ryot cultivating a land in a permanently settled estate is *prima facie* not a mere tenant from year to year but a owner of the kudivaram right in the land he cultivates.”

They explained how wrong analogies had been drawn on the basis of section 106 of the Transfer of Property Act which embodies the English rule. Under the English law the tenant derives his title from the landlord, and it was only reasonable that in cases in which a tenant acquires his title from the landholder in the absence of any evidence to the contrary, the tenancy was in the beginning presumed to be a tenancy-at-will. This was the earlier interpretation. Later, when it was discovered that a tenant could not be removed at the end of the year without six months' previous notice, the same was extended to a presumption of tenancy from year to year. In the course of the discussion the learned Judges held that the English rule could not be applied to India because there was absolutely no ground for holding that “ the rights of the ryots in zamindaris invariably or even generally had their origin in express or implied grants made by the zamindar. The view that, in the large majority of instances, it originated otherwise is the one most in accord with the history of the agricultural holding in this country. For, in the first place, sovereigns, ancient or modern, did not here set up more than a right to a share of the produce raised by ryots in land cultivated by them, however, much that share varied at different times. And, in the language of the Board of Revenue which long after the permanent settlement regulations were passed, investigated and reported upon the nature of the rights of ryots in the various parts of the Presidency, “ whether rendered in service, in money or in kind and whether paid to Rajas, jagirdars, zamindars, poligars, muttadars, shrotriyamdars, inamdars or to Government officers, such as tahsildars, amildars, amins or tanadars, the payments which have always been made, are universally deemed the dues of Government.” (See the Proceedings of the Board of Revenue, dated 5th January 1818, quoted in the note at page 223 of Diwan Bahadur Srinivasaraghava Ayyangar's 40 years Progress in the Madras Presidency.) See also paragraphs 75 to 78 of the exhaustive observations of the Board as to the relative rights of zamindars and ryots in the Board's Proceedings of the 2nd December 1864 appended to the second report of the Select Committee on the Rent Recovery Bill, 1864, V, Madras Revenue Register, at page 153. Therefore, to treat such a payment by cultivators to zamindars as ‘rent’ in the strict sense of the term and to imply therefrom the relation of landlord and tenant so as to let in the presumption of law that a tenancy in general is one from year to year, would be to introduce a mischievous fiction destructive of the rights of great numbers of the cultivating classes in this province who have held possession of their lands for generations and generations. In support of the view that there is no substantial analogy between an English tenant and an Indian ryot it is enough to cite the high authority of Sir Thomas Munro. Writing in 1824, he observes: “ the ryot is certainly not like the landlord of England, but neither is he like the English tenant ” (Arbuthnot's “ Selections from the Minutes of Sir T. Munro,” Volume I, page 234). And why is this so? It is for the simple reason that the rights of ryots came into existence mostly, not under any letting by the Government of the day or its assignees, the zamindars, etc., but independently of them. According to the best native authorities, such rights were generally acquired by cultivators entering upon land, improving it, and making it productive. As observed by Turner, C.J., and Muthuswami Ayyar, J., in *SIVASUBRAMANYA v. THE SECRETARY OF STATE FOR INDIA*, I.L.R., 9 Madras, 285, Manu and other

Hindu writers have rested, “private property on occupation as owner.” And in SECRETARY OF STATE v. VIRA RAYAN, I.L.R., 9 Madras, 175, the same learned Judges pointed out “according to what may be termed the Hindu common law, a right to the possession of land is acquired by the first person who makes a beneficial use of the soil.” Hence the well-known division in these parts of the great interests in land under two main heads of the MELVARAM interest and the KUDIVARAM interest. Hence also the view that the holder of the KUDIVARAM right, far from being a tenant of the holder of the MELVARAM right, is a co-owner with him. Sir T. Munro puts this very clearly. He says: “a ryot divides with Government all the rights of the land. Whatever is not reserved by Government belongs to him. He is not a tenant at will, or for a term of years. He is not removable, because another offers more” (Arbuthnot’s “Selections from the Minutes of Sir Munro,” Volume I, page 234; See also *ibid*, page 253). No doubt, the view of the majority of the Judges (Morgan, C.J., and Holloway, J., Innes, J., dissenting) in FAKIR MUHAMMAD v. TIRUMALACHARIAR, I.L.R., 1 Madras, 205, was different. But in SECRETARY OF STATE FOR INDIA v. NUNJA, I.L.R., 5 Madras, 163, Turner, C.J., and Muthuswami Ayyar, J., stated that they saw strong reason to doubt whether the view of the majority in that case was right.

“It thus seems unquestionable that *prima facie* a zamindar and a ryot are holders of the MELVARAM AND KUDIVARAM rights, respectively. When, therefore, the former sues to eject the latter, it is difficult to see why the defendant in such a case should be treated otherwise than defendants in possession are generally treated, by being called upon, in the first instance, to prove that they have a right to continue in possession. One can see no other reason for making such a difference than that certain legislative enactments, especially those passed at the beginning of the century, refer to ryots as tenants and to the payments made by them as rents. But considering that these enactments were intended for particular purposes and considering that Regulation IV of 1822 expressly declares that the actual rights of any of the landholding classes were not intended to be affected by the earlier regulations, the phraseology of those enactments should not be taken to operate to the prejudice of persons between whom and zamindars the *PRIMA FACIE* relation is only that between the holder of the KUDIVARAM right and the holder of the MELVARAM rights in a given piece of land as shown above. Consequently it is obvious that, in a suit like the present, the zamindar should start the case by evidence of his title to eject. In other words, he has to prove that the KUDIVARAM right in the disputed land had been vested in him or his predecessors and that the land subsequently passed to the defendant or some person through whom he claims under circumstances which give the plaintiff a right to eject.

They further held, “There can be no hesitation in replying to this question that in essence there is no difference between a ryot holding lands in a zamindari village and one holding lands in a Government village (Arbuthnot’s ‘Selections from the Minutes of Sir T. Munro,’ Volume I, page 254), and like the latter ryot the former ryot, in the absence of proof of contract or of special or local usage to the contrary, is entitled to occupy his lands so long as he pays what is due, and if he should commit any default in this or other respect, until he is evicted by the processes provided by law.”

The learned Judges who laid down the law in this manner stated above followed the rule laid down in 4 Madras, page 174, in which Mr. Subramania Ayyar, J., and Mr. Tarrant, J., held (1) Veeramans, the then defendant’s tenancy had been found to be that of an ordinary pattadar and we apprehend that such a tenancy may continue when there is no evidence by a zamindar as to its origin and duration or to the kudivaram right vested in him.

In this case the theory that the ryot was merely a tenant from year to year, so specifically raised was virtually if not expressly over-ruled. This is the first case in which the doctrine of ownership to the soil was fully examined and correctly laid down in unequivocal terms.

I.L.R., XXIII, 318 Madras.—The next case of equal importance is the case of Cheekati Zamindar v. Ranasooru Dhora and others. Cheekati Zamindar filed a suit against the two tenants who were holding under him subject to the payment of an annual kist or assessment for ejectment. The zamindar contended that he was the owner of the kudivaram as well as the melvaram rights and that admittedly the tenants’ possession was derived from him: Messrs. Justice Shephard and Justice Subramania Ayyar decided this case. Justice Subramania Ayyar held as follows:—

“The presumption of tenancies from year to year which is well known to English law, because of the general prevalence in England of tenancies in the strict legal sense of the term, would also raise in this country if the tenancies here were proved to be similar. But inasmuch as practically the whole of the agricultural land on zamindaris is cultivated by ryots who are generally entitled to hold them so long as they desire to do so, subject to the performance of obligations incident to the tenure, there is insufficient foundation from which such a presumption may be

raised. Nor is the fact that the zamindar is the owner of the kudivaram right as well as the melvaram right sufficient to shift on to the raiyat the burden of proving that the tenancy is not one from year to year. In order to discharge the onus which is on him in a case of ejectment the zamindar must do more than merely show that the land when it passed into the hands of the ryot was at his disposal as relinquished or as immemorial waste land. He must show that the defendant's possession is inconsistent with the *prima facie* view that it is held under the usual and ordinary form of holding prevalent in the zamindaris."

I.L.R., XLV
Madras,
586 (P.C.).

I.L.R., XLV Madras, page 586, has reported the Privy Council decision in Chidambara Sivaprakasa Pandara Sannadhigal v. Veerama Reddi in which the dispute was between the inamdar and the villagers. It formed part of a permanently settled estate's tenants were in possession and occupation since 1829 or earlier; they had dealt with the lands as occupancy ryots, partitioning, transferring and mortgaging their holdings with the acquiescence of the inamdar; and that they had received from Government compensation for part of their holdings taken for public purposes. The trial court and two appellate courts had found that the inamdar did not possess the kudivaram right in the lands. Their Lordships of the Privy Council held that the tenants had established a right of occupancy and could not be ejected and also that the rights of the parties have to be determined upon the facts apart from any presumption as to the nature of their right granted in 1743. This case, arose out of the Madras Estates Land Act I of 1908, which was passed after repealing the Rent Recovery Act VIII of 1865. This is a very exhaustive judgment in which the relative rights of the zamindar and the tenant to the soil were discussed. The grant is dated 1743. There was nothing in the grants conveying in express terms kudivaram to the grantee. The word 'inam' was used on the question of proprietary right to the soil. On the construction of the inam lands the learned Judges held as follows :—

"In the present case the grant itself does not convey in express terms the KUDIVARAM to the grantee. Nor does the term INAM, an Arabic word meaning 'a reward' give any indication of the intention of the donor, even if he had the right to bestow it on the donee. *Prima facie* a zamindar or poligar is a rent-receiver; or, to use the language of section 4 of Act I of 1908, he has the right to collect the rent from his tenants. *Prima facie*, his right of direct possession of the lands is confined to his 'private lands' and the old waste land; it does not extend to 'ryoti land.'

"The place of the cultivating ryots in the agricultural economy of Southern India is thus described in a Proceeding of the Board of Revenue of Fort St. George (Madras), dated 5th January 1818 :

"The universally distinguishing character, as well as the chief privilege of this class of people, is their exclusive right to the hereditary possession and usufruct of the soil so long as they render a certain portion of the produce of the land, in kind or money, as public revenue; and whether rendered in service, in money, or in kind, and whether paid to Rajas, jaghirdars, zamindars, poligars, mootahdars, shrotriyamdars, inamdars or Government officers, such as tahsildars, amildars, amins, or tanadars, the payments which have always been made by the ryot are universally termed and considered the dues of the Government."

Referring to the scope and objects of the Estates Land Act, the learned Judges of the Privy Council held as follows :—

"In declaring the rights of the occupancy ryots and emphasising the distinction between the landlord's 'private lands' and the 'ryoti lands', the new Act affirmed the old customary law that had always been recognized by the British Administration. Apart from rules relating to procedure and the jurisdiction of the Revenue Courts, it created one new right in order to settle the constant disputes between landlords and tenants which had been going on for nearly a century; it gave occupancy rights to all ryots in occupation of lands within an 'estate' at the time of the passing of the Act. It also gave some security to non-occupancy ryots in the enjoyment of their lands. In other respects, generally speaking, it declared and gave statutory recognition to existing rights and status. One important feature of the Act is worthy of the note; it throws into relief the component parts which, from immemorial times, go to constitute a village; FIRST, the lands in the direct cultivation of the proprietor (called by various names); SECOND, lands occupied by tenants or ryots; and THIRD old waste lands over which by custom the landlord possessed certain specific rights now crystallized in the statute . . .

"The existence in a village of *pannai lands*, in which the tenant cannot acquire occupancy rights except by contract, connotes the existence of lands in which he can acquire such rights by prescription."

It was after writing the above paragraphs that their Lordships declared the legal position with regard to the proprietary right of the soil. In this case their Lordships discussed the decision of the Privy Council reported in 1918, I.L.R., XLI, Madras, page 1012 and I.L.R., XLIII, Madras, 166 P.C., and discussed them at length for the purpose of distinguishing the case before them. Instead of distinguishing them in the manner in which they had done they should have expressly declared that the rule laid down by them was not correct and that what they held was the correct rule. Whether they expressly overruled them or not it must be taken that the view taken by the Privy Council Board in XLI, Madras, page 1012, and XLIII, Madras, 166, was overruled by this decision. The cases in XLI, Madras, and XLIII, Madras, were disposed of on supposed presumptions of law in the absence of any evidence before them. Provisions relating to the holdings, private land, merger and heritability, transferability by sale, gift, or otherwise, referred to in section 10 and the provision relating to the right of the tenant to make improvements on the land in his possession and finally the new right given to the ryot in possession on the date of the Act; all these conclusively established that the right to the soil always vested in the cultivator and that it had been recognized by the Legislature in 1908 when it passed a Bill into Law.

It was after a careful analysis and discussion of all these provisions that their Lordships of the Privy Council came to the conclusion that the zamindar or a poligar is only a rent-receiver within the meaning of section 4 of the Estates Land Act; they quoted the proceedings of the Board of Revenue of Madras, dated 5th January 1818, as an authority for their conclusions, that the exclusive right to the hereditary possession and use of the soil was in the tenant himself. No more conclusive authority is required on this matter.

The memorandum of the Landholders' Association referred to a decision in LVII, I.L.R., LVII Madras, page 443 P.C., and relied upon the same as an authority in their favour, because ^{Madras, 443 (P.C.).} the Board of the Privy Council held that the presumption referred to in favour of the tenant in all the Madras decisions referred to above, was considered to have been overruled by the decision in *Suryanarayana v. Pothanna*, I.L.R., XLI, Madras, page 1012. The view taken by the Privy Council in this case is in our opinion wrong for more than one reason. One of the reasons for holding in favour of the zamindar is that the grant was in favour of a non-resident Brahman in the year 1810 and the presumption was that a Brahman was not expected to cultivate the lands. This observation was wrong on the fact itself. There were so many Brahmans actually cultivating the land themselves, forty, fifty years back and even to-day there are Brahmans who cultivate the land themselves and live upon that profession only. Secondly, the reason given by their Lordships that when the grant was made in 1810 in favour of the agra-haramdars, no presumption could arise in favour of the tenants in possession at the time, is opposed to the customary law that had been declared over and over again from the date of the permanent settlement of 1802 up to date. The conflict of the decisions is due to the fact that some of the learned Judges who are Englishmen, no doubt, well-versed in English law and English principles of landholder and tenant have not been in touch with the condition of the agriculturists in this country or their customary laws. If only all the materials that we have to-day before us, had been before them and if they had bestowed more consideration upon observations and dicta laid down by famous Judges like Muthuswami Iyer, Dr. Sir Subramania Iyer of the Madras High Court and Mr. Amir Ali of the Privy Council itself, abstract questions of law might have been disposed of by them without committing any error. Each time an error is made by the English Judges by ignoring the provisions of the Estates Land Act, the Rent Recovery Act, the Revenue Board Proceedings, the Madras Regulations and the declarations made in the Fifth Report by those who had worked on the spot, studied the actual conditions and recorded their opinions. They require no proof of that constituted evidence in favour of the tenants. Yet by not referring to them and not considering them there has been misapprehension of law as well as fact in the cases in which presumptions were drawn in favour of the zamindar relying upon some section of the Civil Procedure Code which is only a piece of adjectival law or the Rent Recovery Act which was only a piece of processual law. For the same reasons we must hold that the decision in I.L.R., XLIV Calcutta, page 841, P.C., relied upon by the Landholders' Association on page 6 of their memorandum cannot be accepted as laying down a correct proposition of law. The first reason is that the permanent settlement of Bengal which was the subject of consideration in XLIV Calcutta was nine or ten years before the permanent settlement of Madras. Secondly, the law laid down in Regulation XXX of 1802 in Madras was not the law in Bengal. Thirdly, the learned Judges did not notice the passages recorded in the Fifth Report and the evidence taken by the Circuit Committees and Special Commissions in Madras were not before the Calcutta Judges. Fourthly, the presumption drawn from the use of the words 'proprietors of land' in

favour of zamindar's right to the soil, is contrary to the rules and interpretations put upon those words by every authority in this Presidency, judicial, or legislative or administrative.

In the Privy Council decision in LII Madras, *Seethayya and others v. Subbanna Swamigal*, the facts are as follows :—

In 1689 an agra-haram village was granted as a shrotriyam. The grant stated :
 “As we have granted the said agra-haram, you should enjoy the same from son to grandson, paying the shrotriyamdar thereon and be happy. This grant was made by desh-pandyas, Revenue officers or farmers of revenue under the paramount authority to the Brahmans who did not reside in the village but about 2 miles away. The village was described in the grant as a mauje, a Telugu form of maje. The grant was recognized by British Government and it was admitted that the grant is not bound to the kudivaram.” It was held by the Privy Council that the grant was of the land revenue only and the village came within the description of an estate, and claim for any ejectment would not fall in civil court. The meaning of the word ‘mauza’ is that they were peasant proprietors in cultivable lands. In this case the original grant was lost but the successor to the grant could produce a document.

The document bore the following endorsement :—

“Signed by their predecessors and the originals have been retained by us and copies have been filed, 1858.”

In this case also the rulings of the Privy Council in XLI Madras, and XLIII Madras, were referred to and the decision in XLV Madras, P.C., pages 586–607 was followed.

Conclusion.

On a review of the whole case law and the question of right to the soil, and the right of the landholder to enhance the rents, WE have come to the conclusion that the law as laid down in I.L.R., 20 Madras, 299; 23 Madras, 318; 45 Madras, 586 is correct law. According to the law laid down in the case mentioned above and others in which the same rule was followed, the cultivator is not liable to be ejected by any landholder so long as he pays the dues payable by him. Nor is any landholder entitled to enhance the rents for any reason whatsoever, that had been permanently in the year preceding the Permanent Settlement.

CHAPTER XI

INAMS.

INTRODUCTORY.

The existence of beneficial tenures originally known by the Sanskrit name 'Man-yams' and latterly by the arabic term 'Inam' after the Muhammadan conquest can be traced to a very remote antiquity in India. It was the custom of the Hindu Government to grant assignments of land, revenue free, or at low quit-rents, for the payment of troops and civil officers, for the support of temples and their servants, and charitable institutions, for the maintenance of holy and learned men or for rewards for public service. Whenever the king made a grant of land, he was required to give a deed or a 'sasana' evidencing it. In conformity with the directions contained in the Sanskrit law books, the grants found in South India contained the following clauses:—

Inam tenure is of a very ancient antiquity.

- (1) The Donor's genealogy.
- (2) The description of the nature of the grant, the people or person on whom it is conferred, the objects for which it is made and its conditions and dates.
- (3) Imprecations on violators of the grant.
- (4) Attestations of witnesses (this was done occasionally)."

These grants were engraved on copper plates or slabs of stone containing similar recitals.

This practice of granting lands was followed by the Muhammadan rulers also. The Muhammadan rulers rewarded the higher ranks of its officers, in the military and civil departments, by grants of large tracts of land under the name of 'Jagheers.'

Under the British Government, the practice of granting jagheers gradually fell into disuse after the receipt of despatches from the Court of Directors, dated 2nd January 1822 and 27th May 1829, in which they express their opinion of the superior propriety of money pensions to grants of land on all ordinary occasions and directed that grants of land should be restricted to special cases only.

It may be mentioned here, that in the early fifties of the last century definite proposals were laid by the Government of Madras, before the Home Government, for carrying out an elaborate and extensive investigation of the tenures of rent-free lands. Accordingly on the 16th of November 1858, in the regime of Lord Harris (the then Governor of Madras), the Madras Inam Commission was appointed. While the subject was under consideration, Sir Charles Trevelyan arrived and assumed the Governorship of Madras. After the assumption of office, the first question that he took up was the settlement of inams of this Presidency and in his minute, dated 13th May 1859, he made certain rules by which the principles enunciated by the Court of Directors were to be practically applied by the Inam Commissioner, in the investigation upon which he was about to enter.

As a result of the elaborate inquiries of the Commission, an Inam Register was compiled. The classification of inams were as follows:—

- (1) Those held for the support of religious institutions and for services connected therewith;
- (2) those held for the purpose of public utility;
- (3) those held for the support of works of irrigation yielding public revenue;
- (4) those held by Brahmans and other religious classes for their personal benefit;
- (5) those held by the families of poligars and those who filled hereditary offices under former governments;
- (6) those held by the kinsmen, dependants and followers of former poligars and zamindars;
- (7) those connected with the former general police of the country;
- (8) those held for ordinary village revenue and police service; and
- (9) those held by various descriptions of artisans, for services due to village communities.

Classifi-
cation of
inams.

It may be stated here that the total acreage of whole inams in this Presidency is 5,606,098. The total area of ryotwari land (including minor inams) comes to 68,917,146 acres. Further details regarding the acreage of whole inams of each individual district is given in the "INTRODUCTORY NOTE ON THE MADRAS PRESIDENCY" appearing in Part II, Chapter VI of the Report.

Inams for purposes of this Chapter are considered in three parts:—

- (1) Excluded Inams,
- (2) Post-settlement Inams, and
- (3) Included Inams.

'Excluded Inams' are those that were excluded from the assets at the time of the permanent settlement, under section 4 of Regulation XXV of 1802. The provisions of the new legislation do not apply to any of the Excluded Inams, which have been governed by a special set of laws from 1802 until now.

The second class are 'Post-settlement Inams.'

Post-settlement Inams are those granted by landholders after the permanent settlement. All such inams are invalid under sections 4 and 12 of the Permanent Settlement Regulation. If they should be valid at all, they do not endure beyond the lifetime of the grantor.

The third class are the 'Included Inams.' Included Inams mean: those which were included in the assets and taken into account at the time of the Permanent Settlement and as such formed part of the permanently settled estate itself. In the case of included inams, it makes no difference whether it is the original proprietor or inamdars that constitutes the landholder within the meaning of the new legislation so far as the rights of the ryots in regard to fixity of tenure and fixity of rates of land-revenue in perpetuity at the time of the Permanent Settlement, are concerned. The provisions of the new legislation, intended to regulate the relationship of the ryots and the landholders shall apply equally to inamdars of such included inams.

It is not open to the inamdars, to repudiate the rights of the ryots and the nature of the tenure and the unalterable character of the land-revenue payable by the ryot to the landholder.

We propose to discuss first the important evidence let in on this subject generally. After discussing the evidence we deal with the first class of inams, under the head (A), viz., Excluded Inams.

After establishing that the provisions of new legislation cannot be extended to any of the excluded inams we consider under (B), the Post-settlement Inams, and show that they are not valid and therefore the new legislation shall not apply to them either.

Finally, we deal with Included Inams. 'Included Inams' form part of the original estate and the provisions of the New Bill, apply only to such inams. We deal with them under the head (C). W

INAMS—EVIDENCE DISCUSSED.

The inamdars had been carrying on agitation ever since the amendments of the Estates Land Act I of 1908 were proposed. They agitated before the Bills were passed into Law, and they continued after the Bills became Acts; they took the matter to the Viceroy, who turned down the Bill finally, on the ground that the measure was expropriatory and it could not be valid unless provision was made for compensation. Another Bill (No. II of 1936) was introduced making provision for compensation, which was nominal. It was only one year's rent. Against this legislation the inamdars intended to send a memorial to the Secretary of State and carry the fight to London. Before the presentation of the memorial, the present Committee was constituted to investigate and report on the Estates Land Act, and the relations between the zamindars, inamdars and the cultivators. At this stage they abandoned the idea of presenting a memorial to the Secretary of State, because the Provincial Government which was an autonomous Government and the Provincial Legislatures undertook the task of revising the Estates Land Act, after proper enquiry.

The inamdars appeared before the Committee and presented their case. Twenty-four witnesses were examined, at the five centres of Vizagapatam, Rajahmundry, Trichinopoly, Madura and Madras.

Of all the witnesses, witness No. 49, Mr. Satyanarayana, representative of the Vizagapatam District Inamdars' Association, covered almost all the points exhaustively. In the course of his evidence he said that the first mistake was in the inclusion of the inamdars under the definition of landholders in the Estates Land Act. The second objection raised by him was against the framing of a new definition of "estate," so as to comprise parts of inam villages which were left out of the purview of the Estates Land Act I of 1908. Then he contended that inamdars should not have been raised to the level of zamindars who had the power of collecting Government revenue, and whose estates are made impartible. Inamdars, he said, were small men possessing limited property and they should not have been made equal to zamindars who possessed extensive property, paying peishkash, while inamdars pay only a very small amount as jodi or quit-rent. When questioned how he claimed kudivaram right, when he deliberately allowed others to cultivate his lands, the witness replied that, there should be no presumption that an inamdar was given only the melvaram right. On the other hand, he said—

- (1) Grants of land by the sovereign before the Permanent Settlement of 1802.
- (2) Inams relating to grants made by the sovereign to persons, who were at the time of the grant cultivating tenants of the land.
- (3) Waste lands given to inamdars who brought them under cultivation later on.

- (4) Zamindar who purchased land and granted them for charitable purposes.
- (5) Lands in respect of which the inamdars purchased the kudivaram right from the cultivating tenants—

all these inamdars were given kudivaram rights as well. The witness claimed proprietary right to the soil and added that he would not mind giving some protection to the tenant in the matter of ejectment. He does not contend that inamdars owning whole inam villages should be excluded from the Act. He pleads only for petty or minor inamdars. He will be satisfied if the old definition of the landholder in the Estates Land Act, was restored so as not to prejudice the rights of the inamdars in the property. He states that if rights of inheritance should be given to the cultivator, the lands will go to pieces by fragmentation, and contends, like the zamindar or other landholders, that the rent that had been paid to him by the cultivator for a long time should be continued to be paid. He says that the rent prevailing then was half and half of the gross produce. He urges that the prevailing rate in November should be taken as the proper rate with reference to contract.

Speaking about irrigation sources he says that the inamdar keeps the irrigation sources in order, in his own interest because he owns kudivaram right also. Finally he added that proper compensation should be paid whenever valuable rights of individuals are confiscated.

Thus he has touched almost all the salient points in support of his case, although he did not specifically refer to the origin of his right or the right of other inamdars, under Regulation XXXI of 1802 and the continuance of the same under the inam Acts of 1862, 1866 and 1869.

The next witness No. 50, Mr. V. S. Gupta, inamdar, Harischandrapuram, Agraharam village in Vizagapatam district, spoke more or less on the same lines and touched some salient points. He deposed that the troubles of the inamdars started when the provisions of the Madras Estates Land Act I of 1908, were made applicable to inamdars. He says that the relations between the tenants and the inamdars were cordial, that irrigation sources were kept in good order by the inamdars, and that remission was given to the cultivators when there was a failure of crops.

Witness No. 56, Mr. B. Venkateswaralu, retired Deputy Tahsildar and senior inamdar of the Akkavalasa Agraharam, in Vizagapatam district, gave a history and extent of his inam village of 180 acres, the whole land being wet. He said that it was a pre-settlement grant and he was owner of half the village, and waste land was brought under cultivation by the inamdars, and that a dispute regarding the rights to an irrigation channel was fought out in the law courts between 1930 and 1937, and it was decided finally that the irrigation channels belonged to the agraharamdars and not to the zamindar. Half the gross yield was put as the rate of rent and he relied on certain muchilkas filed by him. He asserted that the inamdar owned both the warams, and relied upon the Rent Recovery Act and the Madras Estates Land Act, which excluded the inamdars altogether. His complaint is that the provisions of the Act of 1936 were made applicable to inamdars so as to divest them of their kudivaram right. He demanded repeal of the Estates Land Act. He urges that the inamdars should be treated on a par with the ryotwari pattadars and not lifted to the position of a zamindar when he does not possess either his wealth or establishment to collect rents.

He deposed that, if he is deprived of his kudivaram right, there would be no incentive to improve the land because he fears that the fruits of his improvements would be enjoyed by the ryots and not by himself. Finally he says that the Act should be suitably amended so as not to deprive the inamdar of his kudivaram right. Further, he says that the Government were giving two-thirds of the value of the land whenever they acquired lands under the Land Acquisition Act and therefore the compensation payable to the inamdar should be in the same proportion.

Witness No. 58, Mr. N. Venkataperichainulu of Bobbili.—He said in his evidence that the inamdar continued to be the kudivaramdar and in support of his statement he relied on the decision reported in I.L.R., 38 Mad., page 1128. He said that if kattubadi was levied on some inams at the time of the grants they were more of the nature of the leases than of alienations with proprietary rights. Subdivision or separate registration in the office of the Collector of such lands was either ultra vires or should be deemed to confer melvaram right also. The witness is of opinion that the Estates Land Amending Act is a piece of injustice to the inamdar and that it is in direct violation of the principles laid down in the Privy Council decision 41 Mad., page 1012, regarding grants made by the zamindar even subsequent to the Permanent Settlement. He pointed out the difference in status between the zamindar and inamdar and said that all the disadvantages lay on the side of the inamdar. Moreover inamdars are heavily indebted and they are helpless as regards men and money. The witness gave a detailed description of the hardships experienced by the inamdars under the amended Estates Land Act. According to him the hardships are :—

- (1) absence of the liability of the inam tenant to ejectment led to non-payment of rents habitually;
- (2) procedure under section 112 of the Act for rent recovery was expensive, tedious and dilatory;
- (3) proof of inamdar's kudivaram rights according to special and unnatural rules of evidence before special tribunals was difficult and expensive;

- (4) special tribunals which were sought to be established under the Madras Estates Land Amending Act VIII of 1936 had not yet been appointed; and
- (5) the compensation offered for kudivaram right was a nominal shist, and that the new definition of private land is contrary to usage and custom.

With regard to occupancy rights the witness deposed that seri lands, especially in Vizagapatam district, are personally cultivated lands and that there are no occupancy rights in them. Next the witness urged that from the definition of landholders the undermentioned should be excluded, viz., persons who owned inams, whether they were of post-settlement or pre-settlement, enfranchised or subdivided, whole or portions, especially if kattubad had been levied on the inams at the time of grant. Lastly, the witness wanted that personally cultivated inam lands should be made accessible for the inamdar's cultivation whenever required. The decision relied upon by this witness reported in I.L.R., 38 Mad. page 1128, decided as follows :—

“ Grantees, holding under perpetual grants subject to payment to the zamindar (the grantor) of a small rent under the name of jodi, kattubadi or poruppu, are not liable to have their lands separately registered and to have separate assessment imposed upon them under the provisions of the Madras Act I of 1876.

Secondly, a permanent lessee is not included under the term ‘ owner ’ as used under section 2 of the Madras Assessment of Land Revenue Act I of 1876.

Thirdly, a permanent lessee is not a proprietor or owner under Regulation XXV of 1802 or the Madras Hereditary Village Officers Act II of 1895.”

The next witness No. 76, Mr. V. V. Subbarayudu of Vizagapatam district, demanded the repeal of the Estates Land Amending Acts or that the Estates Land Act should be amended so as to remove the name of the inamdar from the category of the landholders. If the inamdars are not deprived of their kudivaram right they would be able to collect their dues without any difficulty. The witness, further deposed that when the kudivaram rights were vested in the inamdars, there was no need for them to go to a court of law and that they could eject their tenants at any moment.

So far we have done with the witnesses who gave evidence before our Committee at the Vizagapatam centre. Now we shall look into the evidence of witnesses who gave evidence in the Rajahmundry centre.

Witness No. 89, Mr. P. Anjaneyulu.—He said that he was the owner of two Becharak inams. Becharak inams were inam grants which were not inhabited at the time of the grants. There were no houses to live or fire to lit. According to him these inams were granted some 400 or 500 years ago. Their title-deeds are not in existence but they are referred to by later zamindars. The rights that were confirmed were called ashtabogyam rights or eight enjoyments. The witness was not able to say whether they were lands already cultivated or mere waste lands at the time of the grant. He is paying a shist of about Rs. 2,000 to the Government. The witness says that previously the kudivaram and melvaram rights were vested in the inamdar and in cases of dispute about actual possession, the matter had to be settled only in courts on the evidence placed before them. He pointed out the difference between the Estates Land Act I of 1908 and the later Acts. He said that under the original Act whole inam villages only were included under the definition of estates and inams which were divided or subdivided into parts were excluded from it. In the later Acts, the latter also were included. He contends that the burden of proof should not have been shifted on to the inamdar. Referring to the question whether any change with regard to the burden of proof should affect the whole inam villages or part inam villages, he said that the amended Act reversed the presumption against the inamdar and had given scope for litigation and as a result a large number of criminal cases had been started on the question of possession. He is against granting occupancy rights to the inam tenants. He is against Legislature interfering with the kudivaram rights of the inamdar. He objects to the granting of occupancy rights to the under-tenants who were on the land on the 1st of November 1933, on the ground that they might be mere tresspassers, come on the land just then. With regard to security to tenants he said that if the tenants conduct themselves properly and the inamdar does not wish to cultivate the lands himself, the same tenants might be allowed to continue. If actual tilling had been going on from father to son and from generation to generation, he concedes that in such cases some consideration might be shown to the cultivator. He does not make any difference between pre-settlement inams and post-settlement inams. The cause for frequent litigation between inamdars and the tenants was not because the tenants were tenants at will but because the kudivaram right was claimed on the ground that the property had been purchased and the right of occupancy was denied by the inamdar. He says that the inamdar was entitled to both the varams and any one who contends that they own only one varam, might be permitted to prove it and the burden of proof should not be shifted to the inamdar. He asserts that the Privy Council decision referred to above was a correct decision and that view should be upheld in future legislation. He points out that the zamindar owns kama-tam lands whereas there is nothing of that sort for the inamdars. According to the witness the rent which the tenant was paying to the inamdar since 1936 should be deemed a fair rent. He says that there are several zamindars, small landholders and mokhasadars that

need help and therefore he suggests that a limit may be fixed to the effect that persons paying a certain assessment only should come under the Act.

Witness No. 104, Mr. Y. Sambasiva Sastri of Nārasaraopet.—He said that inamdars should not be treated as landholders under the Estates Land Act as defined in the amended Act because agrapharams and inam villages were broken up to pieces either by partition or sale until they are now reduced to 20 or 30 acres each. He says that the application of the Inams Act to such holding is a great hardship and for that reason such small inams should be excluded from the Estates Act. This witness contends that according to the Privy Council decision and the decision reported in I.L.R., 44 Mad., grant to the inamdar was of both kudivaram and melvaram rights. To draw distinction between mokhasas and agrapharams and inams, he says that in the case of mokhasas only one waram, namely, the melwaram was recognized whereas in the case of agrapharams and inams both were vested in the inamdar. The witness says that the Estates Land Act aimed at taking away the kudivaram right from the agrapharamdar and no provision need be made for agrapharams where suits had already been filed and decrees obtained. He relies on section 8, clause 5 in support of his contention. On the question of rent he says that the rent paid in 1936 should be adopted as fair and equitable rate and that there was not much difference between the two rents so far as the agrapharamdars were concerned as there was no competition.

The witness continuing said that the sharing system was only for wet lands and that the dry lands were all leased out. In the wet lands, the poruppu or quit-rent was being paid by the agrapharamdars and the agrapharamdar was getting half the produce. He added that the rates of rent on dry lands were from 8 to 10 rupees and he is not in favour of conferring occupancy rights on tenants in inams. He states that if it is the intention of the State to confer occupancy rights on the tenants, section 8, clause 5 need not be on the Statute Book. He added that in any case without safeguards no occupancy rights should be given to cultivators. The only safeguard or protection for the cultivator should, in his opinion, be by granting fixity of tenure and thus prevent ejectment actions against the cultivator. By fixity of tenure he means the permitting of tenants to continue to hold the lands at least for a period of three years before ejectment. He believes that this would operate as a check on a chronic defaulter.

Speaking about compensation he says that the recent decisions of the Madras High Court supported a compensation of twelve times the rental value and that in his opinion at least ten times the rental value should be given as compensation. If the tenant should be given occupancy rights he says the compensation should be twenty times the rental value. He further stated that in some villages lands were taken over from tenants by force and other objectionable methods just on the eve of the amending legislation of the Estates Land Act. He pleads that such lands should be restored to the tenants. He holds that communal lands should be preserved as such always and provision should be made for granting sites for constructing houses to the tenants. He prefers civil courts to revenue courts in the matter of jurisdiction to try revenue matters. He pleads for reduction of stamp duty in revenue cases.

As regards the collection of rents he is of opinion that the collection work should be entrusted to a special officer as in the case of the Religious Endowment Board. As regards pattas he says that the patta should be in force for one year only and it should continue to be in force till a change was effected. He says that the three months period stipulated for the application of a patta should be omitted.

As regards irrigation sources he says that the tanks have been in a neglected condition and that in some cases tank-beds were assigned for cultivation and that agrapharamdars should be compelled to maintain the tanks in good condition. As regards the right to apply for immediate relief in respect of repairs for irrigation sources, he says that the Act should be modified so as to enable any man owning lands in the ayacut to move the court and that all restrictions imposed in this connexion under the existing Act should be removed. He demands that every tank should be maintained and the same should be enforced by some legislative enactment, similar to that of the Periyar Project which directed every tank to be maintained in good condition. He says that the right to question the order of the District Collector should be deleted from section 141, clause 21, sub-clause (a), because in his opinion that would serve as a check on the agrapharamdars and would compel them to keep the irrigation sources in good repairs. Speaking about the private lands the witness says that at least 30 to 40 acres should be set apart as private land of the agrapharamdar and that this provision should be extended to all inams, big or small. The witness says that he owns 400 acres out of which 300 acres are cultivated by himself and the other 100 acres by ryots. In the case of the latter he was getting half the gross produce whenever there was a crop. Agricultural expenses according to the witness would work to about 10 per cent. After deducting the expenses the net produce was shared by the inamdars in some cases. He demands finally that inamdars, big or

small, should be excluded from the Estates Land Act for the simple reason that the relations between the inamdar and the tenants were much better before they were brought under the Estates Land Act.

Witness No. 133, Mr. V. Ramachandra Rao of Narasaraopet taluk, Guntur district, spoke of the minor inamdars in the agraaharam villages. He defined agraaharams as whole village inams and traced the history of Darsi agraaharam in the Narasaraopet taluk of the Guntur district. His grandfather purchased in court auction the inam lands he is enjoying now. The extent is 50 acres and out of that only 30 acres were cultivable. He pays a shist of Rs. 6 to the agraaharamdar for those lands. The income from the land when leased out ranged from Rs. 40 to Rs. 200. He was getting Rs. 700 because he himself was cultivating the lands and cultivation expenses amounted to Rs. 150. He submits that minor inams should not be included in the Estates Land Act, original or as amended.

Witness No. 142, Mr. Srinivasachari of Narasapur, deposed that he was the owner of 8 acres and 5 cents of inam land in one village and 24 acres in another village. He pays quit-rent and water-tax to the Government. As regards lands purchased he says that he is a bona-fide purchaser. He admits that when the land was purchased in 1922-23 there were some ryots on the land. After their leases expired he gave them to others for higher rent, because he is the owner of both melvaram and kudivaram rights in the lands. With regard to 24 acres, he says that there was a litigation in respect of 10 acres and he spent more than Rs. 4,000 on that. The case was finally decided in his favour, the Judge holding in A.S. Nos. 48 to 84 of 1929 that inamdars had both warams and ryots had no right. This decision became final and it was not reversed subsequently. This witness submitted that the inam villages should not be put on a level with the zamindari villages because they are small in extent and owing to the process of disintegration they have been broken up into small bits, sometimes below 5 acres each. Most of the inam villages have been sold for large amounts. Secondly, he states that in Tanuku the value of the inam land for an acre is Rs. 2,500 and in Bhimavaram it ranges from Rs. 800 to Rs. 2,500 and thirdly, he says that the inamdars have been enjoying both the warams. As regards prices, accordingly to him the lands on canal tract were selling generally from Rs. 800 to Rs. 2,500 until 1932. The witness deposed that for 9 acres and 82 cents of land he gets 116 bags of paddy. In reply to a question put by the Committee he says that though the kudivaram right might not have existed before the land was purchased, it might have been obtained afterwards. He says that what the tenant pays to the inamdar is the lease amount and not rent though in some cases it might be higher than the land revenue paid to the Government in ryotwari lands. The witness leased his lands for cultivation for 6 bags per acre in one village and 8 bags per acre in another village. He says that the provisions of the Estates Land Act as amended, by which rights were given to the inamdars to what are called private lands of their own are of no use absolutely. This witness demands that when the inamdars purchased lands for valuable consideration, those lands should be treated as private lands.

Witness No. 106, Mr. D. Hanumantha Rao of Guntur district, deposed that originally the agraaharamdars in Guntur district were cultivating their lands with hired labour. It was only when they shifted to towns for the education of their children they gave their lands to tenants for cultivation, or leased them. He says that agraaharamdars should be treated separately from the zamindars because no enquiry was made to point out which of the agraaharams were granted by the zamindars and which by the ruling princes. He further pointed out that the British Government had confirmed the rights and privileges granted to inamdars by the ruling princes and the zamindars. The witness continuing stated that he himself was a purchaser of agraaharam villages. In his agraaharam he developed the land by bringing 50 families to the agraaharam and building houses for them so that they could live there and cultivate the lands. He sunk wells and made other provisions to enable the tenants to carry on the cultivation. All these costed him a good deal. He bought one agraaharam village for Rs. 2,000 in 1928 and another 15 years ago and he owns four-fifths of it. The witness desires that inamdars' rights should not be injured in attempting to give occupancy rights to cultivators. According to this witness if occupancy rights should be created in favour of the cultivators the best compensation should be given. This can be done by giving him a portion of the land itself to the inamdar. The witness says that inamdars were changing the tenants frequently whenever they gave trouble and in most cases did not even pay their dues. As regards private lands he says that some provision should be made to enable the agraaharamdar to own private lands. If occupancy rights are to be created he says, by way of compromise, that the tenants might be given two-fifths and the inamdars three-fifths so that each will shift for himself without further trouble or expense on account of litigation. This, he says is only by way of compromise while as a matter of right agraaharamdars are the proprietors of the soil. At the time of the grant of inams, he says that some were unoccupied and some thinly populated. Unless some enquiry is made he says it will be difficult to know the real state of affairs.

✓ The next witness number 120, Mr. D. Venkatratnam of Gudivada taluk, Kistna district, spoke of the inam villages of Madhavaram and Parkerla.

Witness No. 287, Mr. T. R. Venkatrama Sastriyar.—The witness compared and contrasted the position of the zamindar with that of the inamdar as follows :—

- (1) He said that the zamindar collected the rent and paid revenue for the lands in the form of peshkash to the Government.
- (2) The inamdar got grants of revenue from the Government and in some cases, the grants were to an individual while the actual cultivators of the land were there. He admits that in such cases the position is analogous to the zamindar in that the inamdar is at the top and the cultivator below. Mr. Sastriyar continuing said : “ At the time the Act of 1908 was passed, it was thought perhaps that the position was analogous, although as I said, the zamindar was a ruler who became a landholder and although the inamdar was an ordinary ryot who collected the revenue given by the Government and was an ordinary cultivator.”

Next the witness dwelt on different types of inamdars—

- (1) Land in which the inamdar was already the owner of the land and the Government gave up the revenue. In such cases he says, he was practically in the same position as the ryotwari ryot with this difference that in his case there was an exemption in the matter of payment of revenue.
- (2) There might have been other cases, where the land was given to him or got the land given to himself by those below, so that both the interest of the revenue given up by the Government and the interest of the cultivator came into his position sometimes.
- (3) In some other cases where there have been actual sales, and
- (4) A zamindar might possess an area over which no person had any interest at all and he gave it away as inams to certain people, thus giving a title to the inamdar to both warams; in such cases both the landholder's and the cultivator's interest came into the hands of the inamdar. In this manner he says that there were three kinds of inams which existed all along, namely, (1) where there were two interests in one, (2) where there were no two interests, and (3) where only one interest was given up by the Government while the other interest was obtained later.

He says that the above division was recognized in the Act of 1908, but he could not understand how two different types or categories were put into the Act. According to him when the Act was amended in 1933 there was not the smallest intention of considering inam villages. He gathers this from the assurance which the Select Committee seems to have given to the “ inam village people ” in 1934–35. But when the matter was taken up by the Government it was stated that both the categories should be brought under the Act. Their attempt in this direction failed in 1934 because the Governor sent back the Bill saying that a separate bill should be brought up. When a separate bill was brought forward it was again sent back but was finally passed with the provision fixing one year's rent as compensation.

He requests the Committee to consider two points; one is, the actual condition of things as they exist to-day and the other is the policy which the Committee will adopt with regard to those conditions. He has no objection for inam villages which belong to temples remaining as inams. His real difficulty is with regard to inams which belong to families. He says that they are in an alarming state of disintegration owing to successive partition in the course of many years. Most of them have been dismembered into tiny fragmentary holdings. There are cases in which 50 or 60 cents are held by a person. He laid stress on this point of pathetic fragmentation. He referred to the village of Vaddiparru, in East Godavari district, as a typical example.

This village possesses about 1,016 acres. There are five people there owning 30 acres and more each and thus owning about 150 acres between themselves. There are 20 other people who own from 10 to 20 acres each, approximately. Thus 350 acres are held by 30 people. The balance is 666 acres. The total number of inamdars in that village is 700 and deducting the number who own more than 10 to 20 acres, about 675 people are in possession of 666 acres. Judging from what generally obtains in Northern Circars, the witness states that on a liberal estimate, 100 people can cultivate these 1,016 acres, under different inamdars. He says the result is as follows :—

“ The result therefore is that 700 inamdars are the owners of the village with 1,016 acres with 100 cultivators working under them. Each cultivator cannot cultivate one acre or less than an acre; he would naturally cultivate the lands of about 10 inamdars and more. Thus he would be taking away land from 700 people owning small acreages and giving it to 100 persons who probably are cultivating each under 100 inamdars and thus expropriating this large class of people and benefiting a comparatively very small and prosperous group of tenants.”

Continuing he said that this was so almost in every village because the division and subdivision of lands have gone on in such a way that lands were held in small area and

one tenant cultivating the lands of five to ten inamdars and paying a small amount of rent may be better off than any of his landlords.

The witness gives a few statistics as follows :—

He says that the number of whole inam villages is 7,000. This does not mean that they are held by one single individual now, but they were all single villages in origin which were granted as inams. According to him there are only 1,000 or 1,500 villages where the inamdars have been collectors of rent and the tenants have been holding lands and paying rents. There is no dispute there at all. He says that it is only in regard to the remaining 5,500 villages that legislation was passed expropriating the lands and giving them to the tenants.

Referring to the case of inamdars he says, "if to-day, you are creating estates and giving permanent rights to cultivators, what I ask is: Would you give it to the cultivators? As a matter of policy you should not do it, while as a matter of law, you cannot do it. If you simply say that these people are enjoying these lands and therefore, they should be distributed to them, in the public interest, the law may not permit it; but if you think that in the interest of the economic condition of the country you should do it, we will have to consider the question. If you are to-day embarking upon a programme of benefiting the poor people by creating occupancy rights, that is not the class, possibly on whose behalf you should intervene. People who possess one acre and less or even 2 acres are not to be expropriated for the benefit of people who are cultivating 10 or 15 acres."

Then he contended that the assimilation of inams to zamindaris was wrong on principle and wholly unsound in policy. The zamindars' history, diverse as it was, had nevertheless this in common, namely, that they were tax gatherers, not cultivators or tillers of land. On the other hand, the witness says that the inamdars' history is different. He was never the collector of revenue. He was in no respect an administrator burdened with public duty. He was the grantee of the land for his own personal benefit. He was bound to respect others, if there should be any other. He can buy them out. They may be relinquished in his favour. When in any manner, that right was relinquished, the inamdar's right to the land became that of the full owner. If he lets the land subsequently, on contract of letting and further settled the terms, the cultivator did not *ipso facto* become a permanent occupant.

The witness says that if men in possession of 5 acres and less are exempted, roughly speaking, more than 50 per cent of the inamdars go out of the operation of the Estates Land Act, because most of the inamdars own only 30 cents, 40 cents, 50 cents, 60 cents and so on. But if men in possession of 30 acres and less are exempted, 96 per cent of the inamdars go out of the operation of the Act. The witness says that correct first hand information with regard to these figures would be furnished easily by the village officers.

The witness further deposed that the position of the small inamdar who depends entirely on the income of his land for his sustenance will be very difficult with regard to recovery of rents, because he cannot afford to institute a revenue suit and bring a rent-sale as a mode of recovery. He might sue in few cases, get a decree and sell up the holding and purchase it himself if he likes and then put in a new occupancy ryot. But this will not in any case help him for by this process he will not be able to recover his rent easily. In the opinion of the witness, raising the position of the inamdar to that of a zamindar means annihilation of the inamdar. The witness says that if the Government wanted to deal with the zamindari ryot who did not cultivate and if they wanted to deal with bigger inamdar-ryot who did not cultivate, proper and separate legislation should be made because they belong to one category and it is not proper that they should be mixed up with small inamdars, some of whom pay revenue and some pay no revenue at all. He says that these stand on a different footing altogether. He adds that small inams should go out of the pale of the Act on the same principle on which minor inams were eliminated from the Estates Land Act.

On the question of compensation the witness said that different standards were employed in different countries ranging from six to twelve times. He added that on the eve of legislation people were anxious and willing to give away their kudivaram right for anything. In Pennada and Guntacuddapah, they found deeds registered, transferring the kudivaram right, the condition being from five to twelve times.

Speaking about economic holdings the witness says: "If we want to create new holdings for the benefit of the poor men do not embark on a scheme of creating permanent occupancy rights under any individual. He would have as an example the French proprietor—or much better—adopt the English legislation. He says that it has been declared in England that there should be no single holding over 50 acres and all the excess extent should be distributed to others because they in England considered 50 acres as the minimum holding. In his opinion for this country 30 acres may be taken as the minimum holding."

Next he referred to private land. In his opinion the land given to the inamdar is for his own personal cultivation. He says that it is not given to him for any service performed nor is it given to him as remuneration. He refers the position of the zamindars in the 18th and 19th centuries during which period the zamindars were given private lands in addition to the remuneration in the shape of 10 to 33 per cent as a tax gatherer for the overlord; whereas in the case of the inams, there is no such category of land corresponding to the home-farm lands of the zamindar. The zamindar is entitled to let his private land without losing his absolute right to it. But if the inamdar lets his inam land, he loses his absolute right. He says that that is the effect of this legislation. Questioned as to what alternative remedies, short of repealing the Act itself he would suggest, he said that the first thing that should be done to give relief to the inamdar is by way of throwing the burden of proof on the cultivator. The second remedy suggested by him is that a provision should be made that those who possess 30 or less acres of land should be exempted from the Act. According to him if persons owning 30 acres are exempted 96 per cent of the inamdars will go out of the pale of the Act.

Speaking about mokhasadars, the witness said that the word "mokhasadar" is a generic term.

On the question of jurisdiction of courts, the witness said that it made no difference whether it was a Deputy Collector or a District Munsif that was asked to decide the case. He says that by making such a provision you are giving to the inamdar or zamindar or cultivator only litigation. He will be satisfied if the village munsif would go and take from the harvesting floor and put the inamdar in possession of his dues. He lays stress on the point that the inamdar should not be deprived of his right to eject the tenants.

The evidence of the most important witnesses, who have spoken about inam legislation has been set out above briefly with a view to show what points have been urged, both for and against in regard to this matter. The other witnesses also spoke about the same points, generally. The last witness, Mr. T. R. Venkatarama Sastriyar, whose evidence has been referred to by us at length for the purpose of knowing the real issues for decision, has been supporting the cause of the inamdars during the last two or three years. Before he began his evidence proper, he stated the circumstances under which the memorial intended to be presented to the Secretary of State by him on behalf of the inamdars against the inam legislation passed in the Amending Act XVIII of 1936 was abandoned and he and others appeared before our Committee to give evidence. The evidence has been recorded at great length and most of the witnesses who spoke on behalf of the inamdars including Mr. Venkatarama Sastriyar had dealt with the various aspects of the case. Some of them raised the question direct that the legislation relating to inams made in the Estates Land Act was not valid and that inamdars, whole village or partial, should have been excluded altogether. It is an admitted fact that the inam villages like some of the zamindaris had been broken up to pieces while some had gone beyond recognition altogether, becoming the property of the Government.

The chief point raised on behalf of the inamdars has been that the inamdars do not belong to the category of zamindars, that they are in the same position as the ryotwari tenants under the Government and that they should not have been clubbed together in the Estates Land Act with the zamindars or other landholders or other proprietors. Some of the witnesses referred to some cases in which their rights and contentions were upheld, including the decision of the Privy Council; but none of them placed before our Committee anything about the existence of kudivaram right in the inamdars at the time of the grant or subsequently at the time of the enfranchisement. On behalf of those who justified the inam legislation through the Estates Land Act it was generally presumed that if the inam is within an estate or a zamindari, ordinarily the presumption raised in favour of the cultivating tenant of the zamindari should apply equally in favour of the cultivating ryot of any inam village, whole or part. It is pointed out that the inam legislation through the Estates Land Act was perfectly justified because the cultivators had been on the land always before the village was carved out as an inam village and after the village had been split into small bits either by partition or by sales, voluntary or involuntary. Beyond putting the case in this form and depending upon the cases referred to in their written memorandum and also the oral evidence, it was not pointed out by them whether the inam tenure was excluded altogether from the Permanent Settlement Regulation and whether inam tenures had been treated as a separate, independent tenure like the ryotwari tenure. It was not stated whether there was any special reason for treating them as a separate tenure altogether on a

different basis. It was not pointed by any one of them that the inam tenures were guided by a different set of laws specially enacted, excluding the ordinary jurisdiction of the civil courts altogether. The statements made by some of the witnesses who spoke on behalf of the inamdar that they had been in actual possession, cultivating the land themselves without giving them to ryots for actual cultivation, may not appear to be quite genuine. Having regard to the professions which some of the inamdars had taken to such as Law, Medicine, Public service, etc., it might not be quite correct to say that the inamdars who had taken to such professions had been cultivating the lands themselves, although their ancestors may have been doing so and although they themselves may have taken possession of the lands, in anticipation of the inam legislation that was proposed to be enacted through the Estates Land Act, original as well as amended. Under these circumstances, we have been obliged to go to the origin of this inam legislation with a view to ascertain the truth about the whole matter both in regard to fact and law and with a view to know whether the statement made by the witnesses that the inamdars had owned the melvaram as well as the kudivaram rights in the past and that the same rights continued until now is true. After setting forth all the details and alternative remedies, the inamdars demand a repeal or revision of the Amending Act of 1936.

✓ ESTATES LAND ACT v. INAM ACTS—EXCLUDED INAMS.

Inams were for the first time mixed up with permanently settled estates in the Madras Estates Land Act of 1908.

We shall now examine how inam villages were introduced in the Estates Land Act, for the first time, as coming within the definition of "Estate," in 1908, and how the same was extended in the subsequent legislation of 1934 and 1936. We shall also examine how the provisions of the Estates Land Act relating to inams and the provisions of Regulation IV of 1831, Act XXXI of 1836 and the Inam Acts of 1862, 1866, and 1869 and the Government of India Act XXIII of 1871, with a view to know whether inam legislation through the Estates Land Act, without repealing those Acts is *intra vires* or *ultra vires*.

For this purpose we might begin with the first change introduced in the Estates Land Act I of 1908 and the later Amending Act XVIII of 1936. Inam Act IV of 1862 having been in force from 1862, no attempt was made to mix inams with permanently settled "Estates" in the Madras Rent Recovery Act VIII of 1865. For the first time the attempt was made in the Estates Land Act I of 1908.

In the Act of 1908 as it was originally passed, the definition of an estate in clause 3 (ii) (d) was as follows:—

"Any village of which the *land revenue alone has been granted in inam* to a person not entitled to the kudivaram thereof, provided that the grant has been made, confirmed or recognized by the British Government."

In the Amending Act of 1934 this was changed and the substituted clause was as follows:—

"Any village of which the *land revenue without the kudivaram has been granted in inam to a person* not owning the kudivaram thereof, provided the grant has been made, confirmed or recognized by the British Government."

In the Act of 1936, which is the subject matter of the dispute of inamdars, the following has been substituted:—

"Any inam village of which the grant has been made, confirmed or recognized by the British Government, *notwithstanding that subsequent to the grant the village has been partitioned among the parties or the successors entitled to the grant or grants.*"

Explanation I.—Where the inam village is resumed by a Government, it shall cease to be an estate; but if a village, so resumed is regranted by the Government as inam, it shall from that date be regarded as an estate.

Explanation II.—Where a portion of an inam village is resumed by the Government such portion shall cease to be part of the estate, but the rest of the village shall be deemed to be an inam village for the purpose of this sub-clause; if the portion so resumed or in part thereof, is subsequently regranted by the Government as an inam such a portion or part shall from the date of such grant be regarded as forming part of the village for the purpose of this sub-clause.

Together with this may be read the definition of private land in connexion with the inams, which was introduced in the Amending Act of 1936 and which is as follows:—

(1) "In the case of an estate within the meaning of this clause, private land means the domain or home-farm land of the landholder by whatever designation known, such as kamattam, seri, or pannai, or

- (2) land which is proved to have been cultivated as private land by the landholder himself, by his own servants or by hired labour, with his own or hired stock for a continuous period of twelve years immediately before the 1st day of July 1928, provided that the landholder has retained the kudivaram ever since and has not converted the land into ryoti land, or,
- (3) land which is proved to have been cultivated by the landholder himself by his own servants or by hired labour with his own or hired stock for a continuous period of twelve years, immediately before the 1st day of November 1933, provided that the landholder has retained the kudivaram ever since and has not converted the land into ryoti land, or,
- (4) land, the entire kudivaram in which was acquired by the landholder before the 1st day of November 1933 for valuable consideration from a person owning the kudivaram right but not the melvaram, provided that landholder has retained the kudivaram ever since and has not converted the land into ryoti land and provided, further, that where the kudivaram was acquired by a sale for arrears of rent, the land shall not be deemed to be private unless it has been proved to have been cultivated by the landholder himself, by his own servants or by hired labour, with his own or hired stock for a continuous period of twelve years since the acquisition of the land and before the commencement of the Madras Estates Land Third Amending Act of 1936."

With this must also be read the amendments relating to section 8. The first amendment deleted the proviso to section 8 which stated "provided that anything in this sub-clause shall be deemed to apply to a land, of an inam village which becomes private land within the meaning of sub-clause (b) of clause 10 of section 3."

And the second amendment to section 8 was the addition of another new clause, sub-clause (5) which is as follows:—

"If, before the 1st day of November 1933 the landholder has obtained in respect of any land in an estate within the meaning of sub-clause (b) of clause 2 of section 3, an official decree or order of a competent court establishing that the tenant has no occupancy right in such land and no tenant has acquired any occupancy right in such land before the commencement of the Madras Estates Land Third Amendment Act, 1936, the landholder, shall if the land is not private land within the meaning of this Act have the right notwithstanding anything contained in this Act for a period of 12 years from the commencement of the Madras Estates Land Third Amendment Act, 1936, of admitting any person to such land on such terms as may be agreed upon between them; provided that nothing contained in this sub-section shall be deemed during the said period of 12 years or any part thereof to affect the value of the agreement between the landholder and the tenants before the commencement of the Madras Estates Land Third Amendment Act, 1936."

In effect old waste which was abolished in 1934 was re-introduced, in a modified form as private land in 1936.

In the year 1908, the question of minor inams was particularly brought to the attention of the Council. The original clause as introduced was as follows:—

"Any village or part thereof of which the land revenue alone has been granted in inam provided that the grant has been made, confirmed or recognized by the British Government."

An amendment was moved to omit the words "or part thereof." In speaking for the Government, the Government Member in charge said "the object of the amendment is to exclude minor inamdars from the operation of this Act and he seconded the amendment himself." Subsequently, another amendment was moved to exclude from the operation of the Bill the whole of the inam villages. But however, as a consequence of the discussion arising therefrom, the clause was changed into the form in which it was finally passed, namely, "any village of which the land revenue alone has been granted in inam to a person not entitled to the kudivaram thereof, provided the grant has been made, confirmed or recognized by the British Government." The Member in charge then said that minor inams were excluded from the operation of the Act. Therefore, since 1908, by a positive declaration the minor inams were excluded from the purview of the Madras Estates Land Act and after the passing of the Act titles have changed and several rights have accrued around on the basis of this legal position. The Government wanted to change the position in 1933, again by including minor inams also within the meaning of an estate, but the Bills were turned down by the Governor and the Viceroy,

on the ground that the legislation was expropriatory. The Government therefore, in order to meet that objection introduced and passed the Third Amendment Act of 1936 in substantially the same language, providing however compensation to the inamdars valued at one year's rental. The inamdars' associations and several individual inamdars have now laid their case before the Committee. They filed several documents, title-deeds, and judgment copies to prove that the titles which were in existence for some centuries and which have been recognized not only by the Government, but also by courts and have been acted upon have been lightly set aside. They further contend that the net effect of the legislation is to give the occupancy right to a squator upon the land who happened to be there in 1933, whether on any previous occasion he was there or not, destroying the freehold rights conceded to them under the Inam Acts.

In the light of the history given above there is sufficient cause for a re-consideration of that piece of legislation. The first point on which we have been called upon to address ourselves is, whether the law should be restored to what it was prior to the Act I of 1908 or whether, without restoring the law to the exact position as it was prior to the Act, this Committee should suggest any suitable legislation to modify the consequences of the Act. There is yet another question which we have to consider along with the above two questions, namely, what is the law by which inams are governed to-day? Is there any other Act in force to-day besides the Estates Land Act I of 1908 or Amending Act XVIII of 1936, that regulates the rights of inamdars? If there is any such law, what is the effect of the Amending Act of 1936 or even of Act I of 1908? Can there be two Acts in force at the same time? The Rent Recovery Act of 1865 or the Estates Land Act I of 1908 or the Amending Act of 1936, did not repeal the Inam Acts IV of 1862, IV of 1866 as amended by Act VIII of 1869; nor did they ever intend to abolish existing rights and create new rights in inamdars, cultivators or landholders. On the other hand, they based the Amending Act XVIII of 1936 on the Inam Act VIII of 1869. The Rent Act and the Estates Land Act laid down processual law only, to regulate collection of revenues and rents. By bringing inams within the definition of an estate in Act I of 1908, they enabled the inamdar, who had melvaram right only, to adopt the prescribed procedure for collecting the monies due to them. The scope of this class of inams was extended to minor inams also in the Act of 1936 by bringing in the smaller inams also within the definition of an estate. This has been construed as having created new rights in the cultivators divesting the inamdars of their kudivaram rights. It is on this ground that the present agitation has been carried on and we are asked to consider and make our recommendations to the Legislatures. At first we were inclined to proceed on the assumption that the legislation made in Act I of 1908 and Act XVIII of 1936, so far as it affected the inams, was in order. But on a closer examination we have discovered that the changes in both the Acts were effected without any reference to the Inams Act IV of 1862, IV of 1866 and VIII of 1869, and the Government of India Act XXIII of 1871 which were based on Regulation XXXI of 1802, Regulation IV of 1831 and Act XXXI of 1836. They are on the Statute Book to-day. They have not been repealed until now by any Statute. So long as they are in force, it cannot be contended that the rights vested in the inamdar under those Acts are divested by Act I of 1908 or Act XVIII of 1936. The rules originally laid down in Act I of 1908 or as amended in Act XVIII of 1936 are only rules of procedure. Even if any of them were intended to affect the rights created under the Regulation XXXI of 1802, IV of 1831 and Act XXXI of 1836, and finally the Inam Acts, they will have no effect on them unless and until the previous Acts are repealed. They have become an ineffective legislation and they cannot operate so long as the Inam Acts and the Government of India Act XXIII of 1871 are in force.

The Privy Council case I.L.R., 41 Mad. 1012 may be referred to briefly here. Their decision is as follows:—

“There was no presumption in law that the grant of an inam by a native ruler prior to British rule conveyed only the melvaram (revenue due to the State). They further held that a grant of an agraharam in inam made by a Reddi king of Nellore more than 400 years ago and validated under section 15 of Madras Regulation XXXI of 1802, and Inams Act IV of 1862, conveyed both the melvaram and the kudivaram rights; and, for these reasons the agraharam in question was not an ESTATE within section 3, clause 2 (d) of the Madras Estates Land Act, and the agraharamdars were entitled to sue the tenants in ejectment in a civil court.”

The learned Judges based their judgment on an interpretation of section 15 of Regulation XXXI of 1802, and the contents of a document called *Mr. Oakes' Inam Register*, which recited that the whole of the agraharam village in question was granted by the Reddi king to one Mr. Ivaturi Nagaradhyulu, and has been enjoyed by his

successors in title for 429 years. The attention of the learned Judges was not drawn to section 2 of the same Regulation. Section 2 provided that no valid title would be created in favour of the grantee unless there was actual possession before that date. Under the Board's Standing Orders actual possession must have been at least for 50 years before the date of the Inam Commission.

This case was decided in 1918. Eighteen years later, the Estates Land Act was amended by the Amending Act XVIII of 1936. The Government and the legislatures ought to have seen that the decision of the Privy Council in the abovesaid case was based on Regulation XXXI and the Inam Acts IV of 1862, IV of 1866 and VIII of 1869 and that unless the Inam Acts were repealed, the Estates Land Amending Act would not affect the rights created under the Regulation and the Inam Acts.

We shall now examine Regulation XXXI and the Inam Acts and the rights created thereunder.

The Inam Act IV of 1862 was not the first piece of legislation on inams. It is a successor of Regulation XXXI of 1802, passed on the same date, 13th July 1802, as the Permanent Settlement Regulation and Patta Regulation. The scheme of the East India Company at the time of the Permanent Settlement Regulation of 1802, was to divide the whole land of the Presidency into three classes :—

- (1) The permanently settled estates,
- (2) inams, and
- (3) ryotwari lands.

When the inams were deliberately excluded from the Permanent Settlement and special laws were enacted to govern them, was it open to the Legislatures to cancel the rights and title created by special laws, without repealing them. That is the main question we consider now.

Was it open to the Legislatures in 1908 to enact provisions regarding inams without repealing the special laws previously enacted for inams?

The first step taken in 1802 (13th July 1802) was to exclude inams from the Permanent Settlement Regulation XXV of 1802, and base the recognition of inamdars' title on actual possession, whereas the recognition of zamindars' title was based on the assignment of the melvaram interest of the Government to the zamindars for a consideration. All the inams, big and small, major and minor, were by section 4, taken away from the scope of the Permanent Settlement Regulation XXV of 1802, by excluding the same from the assets on which permanent assessment was based. Section 4 of Regulation XXV runs as follows :—

All inams were excluded from the operation of Regulation XXV of 1802.

“ The Government having reserved to itself the entire exercise of its discretion in continuing or abolishing temporarily or permanently, the articles of revenue included, according to the custom and practice of the country, under the several heads of salt and saltpetre—of the sayer, or duties by sea or land—of the abkari, or tax on the sale of spirituous liquors and intoxicating drugs—of the excise on articles of consumption—of all taxes personal and professional, as well as those derived from market, fairs, or bazaars—of *lakhiraj lands* (or lands exempt from the payment of public revenue) and of all other lands paying only favourable quit-rents—the permanent assessment of the land-tax shall be made exclusive of the said articles now recited.”

With a view to exclude the same from the assets a direction was given to the Collectors in paragraph 15 of the Instructions to Collectors, to fix the assessment exclusive of salt revenue and independent of all existing alienated lands whether exempt from the payment of public revenue with or without due authority (village inams or lands held by public or private servants in lieu of wages exempted). A further direction was given that the whole of which are to be considered annexed to the circar lands and declared responsible for the public revenue assessed on the zamindari.

While excluding them from the operation of Regulation XXV of 1802, Regulation XXXI of 1802 was passed simultaneously making special provision for all inams, totally exempted from the land revenue and also those that were paying only favourable quit-rents. The preamble of Regulation XXXI is similar to that of Regulations XXV and XXX of 1802. The object and scope of the Regulation together with the rights of the Government and those of the inamdars are made perfectly clear therein. It runs as follows :—

After excluding inams, a special provision—Regulation XXXI of 1802 was passed with regard to inams.

The title of Regulation XXXI is as follows.—“ A Regulation for trying the validity of titles of persons holding, or claiming to hold, lands exempted from the payment

of revenue under grants not being Badshahi or Royal grants; and for determining the amount of the annual assessment to be imposed on lands so held, which may be adjudged to be, or may become liable to the payment of public revenue in the British Territories subject to the Presidency of Fort St. George; passed by the Governor-in-Council of Fort St. George on the 13th of July 1802."

The preamble runs.—"Whereas the ruling power of the provinces now subject to the Government of Fort St. George, has, in conformity to the ancient usages of the country, reserved to itself and has exercised the actual proprietary right of lands of every description; and whereas, consistently with that principle all alienations of land, except by the consent and authority of the ruling power, are violations of that right; but whereas considerable portions of land have been alienated by the unauthorized encroachments of the present possessors, by the clandestine collusion of local officers, and by other fraudulent means; and whereas the permanent settlement of land-tax has been made exclusive of alienated lands of every description; it is expedient that rules should be enacted for the better ascertainment of titles of persons holding, or claiming to hold, lands exempted from the payment of revenue to Government, under grants not being Badshahi or Royal and for fixing an assessment on such lands of that description as may become liable to pay revenue to Government wherefore the following rules are enacted for that purpose."

The title as well as the preamble show that, the Regulation was intended for investigating into and trying the validity of titles of persons holding inams or such other grants and determining whether they were liable to pay public revenue and what amount they should be assessed if found so liable. The preamble declared that the Government reserved to itself and had exercised the actual proprietary right of lands of every description and that all alienations of land made, by those who had made unauthorized encroachments, colluding with local officers and acting otherwise fraudulently and further declared that the Government framed the rules embodied in Regulation XXXI of 1802 to carry out their intentions.

Regulation
XXXI of
1802.

Clause (2) explained the scope of the Regulation. Under clause (2) all grants for holding land exempt from the payment of revenue made previously to the following dates are to be valid :—

- (1) In the Northern Circars, previously to the 26th February 1768.
- (2) In the Jagheer, previously to 26th February 1768.
- (3) In the Carnatic Payenghaut and in Tanjore previously to 12th July 1792.
- (4) In the Baramahal, in Salem, in Dindigul and in Malabar previously to 18th March 1792.
- (5) In the district ceded by the Nizam to the Company and lying on the south bank of the rivers Kistna and Toombadra, previously to the 12th day of October 1800.

All these grants should be deemed to be valid.

It is further provided that all persons holding such lands exempt from the payment of public revenue previously to the several dates mentioned before shall continue to hold such lands without let or molestation.

To this rule there are two provisos. The first proviso refers to land escheated or resumed. The second, which is the most important runs as follows :—

"And provided also that the present incumbents or their ancestors did obtain and hold actual possession of the said lands previously to the dates hereinbefore specified."

Board's
Standing
Order.

This makes the position clear that unless the holders of such lands that were exempt from the payment of public revenue prior to the dates mentioned above, did obtain and hold actual possession of the said lands previously to the dates therein specified, the title would not be valid. This was the real test applied then and this test was embodied in rule 2 of Regulation XXXI of 1802. The rule by itself does not give any particulars about the period of the previous possession.

In this connexion we may refer to the Board's Standing Orders—Appendix I to Standing Order No. 52, paragraph (i) :—

"To constitute a valid title, the inamdars should have been in possession for a period of 50 years before that date."

Clause (1) runs as follows :—

“ Land which is proved to have been held uninterruptedly as inam for a period of 50 years, with or without sanad, will be treated as an inam, possessed under a valid title, whatever may have been its origin.” (See Government Order, dated 3rd January 1860; G.O. No. 1098, dated 19th May 1862, and also Inam Commission’s Proceedings No. 47, dated 18th February 1860.)

In Chapter IV of the Board’s Standing Orders, Volume II, dealing with Inam Settlement, rule 52 is in these terms.

“ Uninterrupted possession of land as inam, for a period of 50 years is declared in this rule to be sufficient to create a valid title to hold it permanently as inam, but the period of 50 years should be reckoned up to the date of the creation of the Inam Commission; it is not intended that an inam should be created merely by untaxed possession for 50 years, up to the date when such possession is brought to notice.” (B.P. No. 7011, dated 22nd December 1893.)

It is further laid down in the same rule that title-deeds which may hereafter be issued in respect of enfranchised inams, the right of redeeming the quit-rent, which was formerly conceded under the Inam Rules, should not be allowed.

Proviso (2), clause (ii) of Regulation XXXI of 1802, and the rules of the Board’s Standing Orders quoted above, clearly establish that inam title-deeds should not be declared valid unless and until there had been previous actual possession for at least 50 years. Although provision was made for validation of inam title-deeds under sections 2 and 3 of Regulation XXXI of 1802, it was not until 1858 that the first-step was taken to appoint an Inam Commission to enquire into inam titles and grant title-deeds.

After laying down in section 2 of Regulation XXXI of 1802, that the validation of the titles could be made only when it was proved that the present incumbent or his ancestors obtained and held actual possession of the said lands previously, it was enacted in section 3 that in case of doubt about the competency of the public officer, who should issue grants for exempted lands or who should resume and assess such exempted lands, such disputes should be settled only by the Governor in Council, and not by any Court of Judicature. Under this provision, the jurisdiction of civil courts was excluded. This provision was enacted in 1802. While this Regulation continued to be in force, 29 years later, Regulation IV of 1831 was passed declaring that the hereditary grants of money or of land revenue, granted by the Government for rendering services or in lieu of resumed offices, or in lieu of zamindaris or poliams, forfeited or sequestered, should be applied strictly to the very purpose and the very object for which they had been granted, and that they should not be misapplied for any other purpose or for the benefit of any other person who had no claim upon the State. In clause (2) of the same Regulation, the civil court jurisdiction was excluded in regard to the said grants. It is provided in that section, that unless the plaint is accompanied by an order of the Chief Secretary or some other Secretary of the Government, the plaint should not be admitted in civil courts. It is further declared that the jurisdiction to decide all such claims vested exclusively in the Governor in Council. Further provision was made that such grants should not be liable to attachment or sequestration in execution of any decree or order of court.

Five years later the provisions of this Regulation IV of 1831 were extended to grants made by native Governments, confirmed or continued by the British Government, by Act XXXI of 1836. Inams Act IV of 1862, Inams Act IV of 1866 and Inams Act VIII of 1869 were passed later. Having regard to the significance of the provisions of the Regulation and the Acts in regard to the jurisdiction of civil courts and the direct bearing they have on the question under consideration whether, while the special laws relating to inams, are in force, the Estates Land Act could make contrary laws, without repealing them, we consider it necessary to quote the Regulation and the Acts briefly. Regulation IV of 1831 runs as follows :—

A.D. 1831—*Regulation IV.*

“ A REGULATION for better securing to the grantees personal or hereditary grants of money or of land revenue conferred by the Government in consideration of Services rendered to the State, or in lieu of resumed offices or privileges or of zamindaris or poliams forfeited or held under attachment or management by the Officers of Government, or as yeomiah or pensions; passed by the Right Honourable the Governor in Council of Fort St. George, on the 6th May 1831, corresponding with the 25th of Chitteri of the year Carah, 1754th year of Saliwahana, and with the 23rd of Zilkada, 1246 Hijira.

Reg. IV of
1831.
Title.

Mr. MAHABOOB ALI BAIG, M.L.A.

Sri A. RANGASWAMI AYYANGAR, M.L.C.

Sri M. PALLAM RAJU, M.L.A.

Sri P. S. KUMARASWAMI RAJA, M.L.A.

Sri V. V. JOGAYYA PANTULU, M.L.C.

Sri B. NARAYANASWAMI NAYUDU, M.L.C. and

Sri B. VENKATACHALAM PILLAI, M.L.A.

4. The Committee met on the 30th September 1937, 1st and 2nd October 1937. Mr. K. Ramunni Menon, I.C.S., Revenue Secretary to the Government of Madras, was present.

5. The Committee then resolved to appoint Mr. T. Viswanatham, Parliamentary Secretary to the Hon'ble the Revenue Minister, as the Secretary of the Committee.

6. The Committee next considered the draft questionnaire prepared by the Secretary and after a discussion adopted the press communiqué and the questionnaire in the form in which it was subsequently issued to the public on 5th October 1937.

7. In response to the questionnaire inviting memoranda from the public on the points raised in it, about six hundred memoranda were received.

8. The Committee met again on 6th and 7th December 1937 to consider the memoranda received so far. The memoranda were from zamindars, mokhasadars, inamdars, Landholders' Associations, Ryots' Associations, Bar Associations, lawyers, Congress committees and several tenants. They are to be found in the volume of memoranda in four parts appended to this report.

9. After considering the draft note by the Secretary on the contents of the memoranda, the Committee decided to issue a second set of questionnaire to the landholders on the rates of rent, irrigation sources, accounts, forest and waste lands and other matters which are embodied in the form of questionnaire issued to the landholders. The replies of the landholders in so far as they have been received are to be found in the two volumes appended to this report.

10. At the same time the Committee requested the Government to obtain information from the District Collectors on the points raised in the second questionnaire. The Government issued a memorandum to all the District Collectors to furnish to the Committee information on the points in respect of each estate in the Presidency whose rent roll was above Rs. 10,000 and of inam villages whose rent roll was over Rs. 5,000. The replies of the Collectors are embodied in a separate volume appended to this report.

11. The Committee also decided at the above meeting to fix their tour programme. Five centres were fixed to take oral evidence. Vizagapatam was fixed to take oral evidence of witnesses in respect of the zamindari and proprietary areas in the Vizagapatam district, and Rajahmundry was fixed to take the evidence of witnesses in respect of zamindari and proprietary areas in East Godavari and West Godavari, Kistna and Guntur districts; Trichinopoly for witnesses in respect of zamindari and proprietary areas in the districts of Trichinopoly, Coimbatore, Salem and Tanjore; Madura for witnesses in respect of zamindari and proprietary areas in the districts of Madura, Ramnad and Tinnevely districts; and Madras for witnesses in respect of the zamindari and proprietary areas in the districts of Chittoor, North Arcot, South Arcot, Chingleput and Nellore. It was also decided to give an opportunity for witnesses who could not tender their evidence at other centres, to tender such evidence at Madras.

12. The Committee met again on 22nd December 1937 and considered the question whether the Committee should proceed with their tour programme as fixed at their previous meeting or wait, till the information from the Collectors and the landholders was received. The Revenue Secretary to the Government of Madras, who was present at the request of the Committee, informed that the information from the Collectors could be expected only

Preamble.

WHEREAS it is just and expedient that personal or hereditary grants of money or of land revenue, conferred by the Government in consideration of services to the State, or in lieu of resumed offices or privileges, or of zamindaris of Polliams forfeited or held under attachment or management by the officers of Government, or as yeomiah or charitable allowances or as pensions, should be strictly applied to the purpose for which they have been granted, and should not be liable to be diverted from that purpose to the use or benefit of persons who have no claim upon the State, the Right Honourable the Governor in Council has therefore enacted the following rules, to be in force from the date of their promulgation.

Claims to certain grants of money or of land revenue not cognizable by the courts, except under an express order of Government.

II. FIRST. The courts of the adawlut are hereby prohibited from taking cognizance of any claim to hereditary or personal grants of money or of land revenue, however, denominated, conferred by the authority of the Governor in Council * in consideration of services rendered to the State, or in lieu of resumed offices or privileges or of zamindaris or polliams forfeited or held under attachment or management by the officers of Government or as a yeomiah or charitable allowance or as a pension and also of any claim for the recovery or continuation of, or participation in, such grants, whether preferred against private individuals or public officers, unless the plaint is accompanied by an order signed by the chief or other Secretary to Government, referring the complaining party to seek redress in the established courts of adawlut.

Power to decide on such claims vested in Government.

SECOND. The power to decide on such claims is reserved exclusively to the Governor in Council after due investigation by such persons and in such manner as he may deem fit.

Such claims not liable to attachment by the courts except for personal debts or obligations of the holders.

III. The grants referred to in the preceding section shall not be liable to attachment or sequestration in satisfaction of any decree or order of court (except for the discharge of debts or other obligations personally incurred by the holders of them).

Decrees already passed not affected by this Regulation.

IV. Decrees of the courts of adawlut already passed, shall not in any respect be affected by the provisions of this Regulation."

The Madras Act XXXI of 1836 by which Regulation IV of 1831 was extended to all grants made by native Governments runs as follows :—

Act XXXI of 1836.

Passed by the Right Honourable the Governor-General of India in Council, on the 28th November 1836.

Extension of Regulation IV of 1831.

It is hereby enacted, that the provisions of Regulation IV of 1831, of the Madras Code, relating to grants of money or land revenue made by the British Government, shall be extended to all similar grants within the territories subject to the Presidency of Fort St. George, which having been made by any native Government, have been confirmed or continued by the British Government.

It is clear from these two Regulations, that the civil courts were precluded from taking cognizance of any of the matters referred to above, and that it was further made clear that it was only the Government that could dispose off all such matters.

Having excluded the jurisdiction of civil courts with regard to the disputes referred to in section 3 of Regulation XXXI of 1802, 29 years later, the ban on civil court's jurisdiction was extended to all matters referred to in Regulation IV of 1831 and Act XXXI of 1836. Twenty-two years later the inam commission was appointed and inam rules were framed. The condition precedent was laid down in the last proviso to section 2 of Regulation XXXI of 1802, that no title would be validated until it was proved that the present incumbent or his ancestors had been in actual possession. This condition held good until the Inam Commission was appointed and the rules were framed, with specific reference to the length of actual possession which the inamdar should prove to get his title validated. Paragraphs 10, 11, 12 and 14 of the draft inam rules and clauses 1 to 3 of the rules as finally adopted laid down the rules in regard to this point. They not only prescribed 50 years' previous possession but also laid down that this applied to all inams except the few of the last class mentioned therein. The draft paragraphs 10, 11, 12 and 14 of the proceedings of the Madras Government, Revenue Department, page 3, run as follows :—

X. "I now pass to a consideration of the rules according to which the principles laid down for my guidance are to be practically applied. The first point which

* Extended by Act XXXI, 1836, to grants made by Native Governments confirmed or continued by the British Government.

claims attention, is the length of possession which is to be held to constitute a good title to an inam. As regards original title or origin of possession, inams may be said to be of the following classes:—

FIRST: Those held with or without grants from Padshas and officers of the former Governments on the date of the British assumption.

SECONDLY: Those acquired immediately after the assumption and continued to the holders on real or fictitious claims of past enjoyment; and

THIRDLY: Inams more recently acquired, whether under the express authority of the British Government or by irregular grants of subordinate district authorities and of Zamindars, Poligars, Renters and others.

XI. Now the prescribed period of undisturbed possession without the payment of land tax, viz., 50 years, *embrace all inams* except those of the last class, which are comparatively few in number and inconsiderable in extent and value. It includes not only all inams which existed in each province on the introduction of British Rule, but also those acquired by whatever means in the confusion which immediately ensued, and those entered in the survey and other early accounts, which have been hitherto open to question and interference; and the origin of which is doubtful or suspicious. To the mass of inamdars, therefore, whether holding their inams, with or without sanad, unconditionally or on condition of service, the term of 50 years' possession, secures an immediate recognition of title. This term includes, as already stated all the various accounts of the earliest years of our administration, to one or other of which every inamdar is able to refer in support of his claim. A definite line could not have been so appropriately drawn at any other period and as will be seen in the sequel, indulgence is most liberally shown to all inams of more recent origin.

XII. The first section of the rule provides in three clauses for the treatment of inams proved to be of 50 years standing. Uninterrupted possession for that period is declared to constitute a valid title on the land, as inam; proof of the existence of the inam for 50 years will be accepted from the public accounts; and proof for the full term will be dispensed with where there is a reasonable presumption that the failure of such proof is owing only to lapse of time.

XIV. The provisions relating to personal or subsistence grants, which from the second grand class and comprise as regards extent and value about one-half of the entire inams of the Presidency are contained in sections IV to XVII inclusive. These inams, when proved to be of 50 years standing will be confirmed to the holders according to their actual tenure. The conditions upon which this tenure will be commuted into a freehold, if the present incumbent is a descendant of the original grantee or of the original registered holder, are set forth in section V. The first clause stated distinctly the nature of the limited tenure upon which hereditary inams are now held—the second clause declared the option to be given to the holder of an hereditary inam to convert his present tenure into a freehold—and clauses 3 to 5 provide for three distinct rates of quit-rent to be charged to the inamdars according to the value of the reversionary claim of the Government in each case.

The test of actual possession is further strengthened by the fact that it was approved by the Home Government, as stated by the Inam Commissioner in a letter addressed on 25th October 1858. The passage runs as follows:—

Fifty years actual possession was made the crucial test.

“I have known that I had good grounds for believing that it was expected of me that I should proceed at once to the settlement of this question; that the principle of settlement adopted was that which had been approved by the Home Government, namely, LONG POSSESSION, and that in conversion of the various imperfect inam tenures into freeholds the rate of commutation has been adjusted to the benefit conferred.”

This is further fortified by what has been written by the Inam Commissioner Mr. Taylor to the Secretary of State in the Despatch No. 104, dated 9th October 1860. The passage runs as follows:—

“Conceiving long possession to be the strongest basis of property, and considering that human life passes rapidly in this climate, the Governor proposed that 50 years uninterrupted possession should be held to be a good title to inams, whatever may have been the origin of the possession.” (See the Minute of Sir Charles Trevelyan, dated 25th October 1859, and the Despatch of the Governor No. 104, dated 9th October 1860, printed as an appendix for full particulars.)

8. Proceeding upon these principles the following rules were laid down; proved possession of an inam for 50 years is to constitute a valid title.

A brief summary of the Minutes of Sir Charles Trevelyan and that of Mr. Blair is given below, to further establish the probative value of 50 years possession on the basis of which title-deeds were granted by the Inam Commissioner.

Sir Charles
Trevelyan's
Minute.

According to the Minute of Sir Charles Trevelyan on the "Inam lands of the Madras Presidency," dated 13th May 1859, 'what are called INAM LANDS in the Madras Presidency, are the Tax-free Tenures.' In paragraph (i) of the Minute of Sir Charles it is stated that the tax-free tenures of Madras Presidency were distinguishable from those of the other Presidencies in three ways:—

- (1) The small size of the individual holdings,
- (2) The general absence of grants from former sovereigns of the country, and
- (3) The close connexion between the tax-free and tax-paying lands under the ryot-wari system.

In early days the village revenue officers as well as village police officers were paid to a great extent by inam lands, some of which were granted in or about 1857, in lieu of emoluments formerly enjoyed and other inam lands that had been taken away for railways, etc., when there were deficiencies in the payment of assessment they were generally made good from the same source. Whereas in the other Presidencies the exemption from land tax have been a net deduction from the public resources.

Regulation XXXI of 1802 was passed for the purpose of validating titles of persons who held land exempt from the payment of revenue under grants not being Badshahee, or Royal grants. Under this Regulation the collectors were authorized to demand a general registration of inams and to institute suits in law-courts for the payment of land-tax, in cases in which it was refused. Provision was also made in the Regulation that 'it shall not be competent for persons holding exempted under invalid titles to plead possession for any length of time whatever, in bar to the right of Government to resume such lands.'

Sir Charles Trevelyan in his minute dealt with Regulation IV of 1831, Act XXXI of 1836, and pointed out how the jurisdiction of civil courts was excluded in regard to suits relating to any class of inams except those that touched the office of the karnam in permanently settled districts or those that might be referred to for decision by the Secretary to Government. On the question of limitation as against the Government or the King, the English Maxim NULLUM TEMPUS OCCURRIT REGI—no negligence or delay barred the King's right. The meaning of this maxim is "that the Crown or the Ruler, according to common law had the power, on the receipt of information of encroachment or assertion of false title, to compel the man who encroached or sets up such title to show his title specially, even though such person and his ancestors might have held lands for centuries together without dispute or question". This rule when applied strictly operates necessarily as a grievous oppression on the subject. It was to avoid the application of such a rule and to ensure the rights of private property that the test of possession for 50 years was introduced into the Regulation XXXI of 1802 and other Inam Laws that followed. A dispute regarding the claim of the Government to resume lands without any regard to the time—the matter went up to the Privy Council from Bengal Presidency and the Judicial Committee held in the case of MAHARAJAH MOHESHAH SINGH vs. THE GOVERNMENT OF INDIA, as follows:—

"It may be well to observe, that the regulations respecting the resumption of lands, and the subjecting them to be assessed, are Regulations in themselves almost necessarily severe in their operation; and whilst we give them the force and effect which we are bound to do, as the subsisting law upon this subject, we cannot, and ought not, to forget that though it is manifestly, at first sight, the interest and duty of Government to being under taxation as large an extent of land as possible, yet that it is equally the interest and the duty of Government to protect the rights of property; for if such rights be not protected, there can be no security for the prosperity of any country. For these reasons we must deem it to be our duty, in the interpreting and carrying into effect these Regulations, to give full force and effect to those provisions which were manifestly intended to protect the rights of property, and prevent a vexatious interference therewith."

On account of this decision, the unlimited right reserved to the Government to resume lands had been greatly modified. In the despatch of the Court of Directors, dated 13th October 1847 to the Government of Madras, it was declared that long undisturbed possession both afforded an evidence of right, and also constituted a motive to Government not to interfere. Again, in the Revenue Despatch, dated 1st September 1858, they held that long undisturbed possession of property carried with it a great weight in favour of the person to assert his title.

Again, on this question of possession, Sir Charles Trevelyan quoted Sir Thomas Munro's Instructions to Mr. Thackeray, that inams granted "Originally by Amildars or inferior Revenue Officers might be continued provided they had been held forty years without interruption, for, said he, 'so long a possession may be allowed to constitute a kind of prescriptive right;'"

In paragraph 17 of the Minute of Sir Charles Trevelyan it is stated as follows:—

"When a family has for two generations bought and sold, and borrowed and lent, and married, and brought up children to a certain position in society, on the strength of the possession of a particular estate, I can conceive no stronger title, in reason or equity, to the property of that estate."

In paragraph 19 he held that:—

"I therefore propose that when it shall be proved that land has for fifty years been in the possession of a person, or of those through whom he claims, without the payment of land-tax, such length of possession shall be held to be a good title to that land AS INAM, whatever may have been the origin of possession."

It is this possession that was made the basis of recognition of title of inamdars by the Inam Commission.

Regulation XXXI of 1802 which provided that no title should be recognized and no enfranchisement made, until actual possession was established, put the Inam lands for which title-deeds were granted by the Inam Commissioner, on the same basis as the ryotwari lands. So much confusion has been created on account of the want of material before those who were responsible for the legislation of the Estates Land Act I of 1908 and 1936. The scope of the legislation of 1802, particularly the legislation of 13th July 1802, by which over half a dozen Regulations were passed simultaneously was as follows:—

Effect of the legislation of 1802.

The whole land was divided into three parts—

- (1) Permanently settled estates,
- (2) Inams, and
- (3) Ryotwari lands.

Having made the start in 1802 steps were taken year after year to carry out all and ensuring the right and title of persons to properties. Although Regulation XXXI was passed in 1802 it was not until 1859 that the Inam Commission was appointed and the work of settlement of Inams was undertaken. Similarly, it was not until 1861 or 1862 that the general survey and settlement of the land-revenue was introduced.

Sir Charles Trevelyan said in paragraph 34 of his Minutes that the settlement of the Inams had a close connexion with the general survey and settlement of the Land Revenue then in progress. The land-revenue of a village could not be fixed until the claims to be exempted from land-tax had been adjudicated while on the other hand, the inams could not be considered as finally settled until it had been ascertained by actual survey that the tax-free land corresponded with that that had been admitted to be entitled to be so held. It was for this reason that the enquiry into Inams preceded survey and the re-assessment of the land-revenue, and the Inam Commissioner started his work only in those districts in which survey had begun and followed it up only in those districts to which survey operations were extended.

The question of fifty years possession was considered at length in the Report of Mr. Blair, officiating Inam Commissioner, dated 30th October 1869.

Report of Mr. Blair.

His report also forms part of an appendix printed along with the report. Title-deeds issued in respect of Inams under the head of dry, garden, wet, etc., have been given in the statement attached to Mr. Blair's Report. In paragraph 68 of the Report it is stated as follows:—

"With a view of giving legal effect to the Inam settlement, the Legislature has passed certain enactments by which enfranchised Inam property has been for the future placed under the sole jurisdiction of the courts, thus assimilating it in every respect to other descriptions of real property."

The Acts referred to are Act IV of 1862 and IV of 1866. Doubts had risen subsequent to Act IV of 1866 about the validity of title-deeds in the form in which they had been issued and the real intention meaning of the word 'land' that had been used in the title-deeds are inadvertent. The defect in the title-deed was that they all purported to have been issued on behalf of the Governor in Council instead of on behalf of the Secretary of State for India in Council, as required by Statute 22 and 23 Vic; Cap: 41.

It was to remedy this defect that an Act of Parliament had been passed, Statute 32 and 33 Vic; Cap: 29, validating the title-deeds issued in the name of the Governor in Council. It became necessary to pass an Act of the local legislature also for explaining the meaning of the word 'land' used in the title-deeds.

In paragraph 71 of the Report of Mr. Blair, it is pointed out that the inams in this Presidency were of two kinds:—

First.—Those where the proprietary right in the soil and the right to the Government share of the revenue derivable from the land coalesce in one and the same individual.

Second.—Those where the proprietary or occupancy right is vested in one or more individuals, while the Government share of the revenue has been granted to another.

In the latter classes of cases that is where the melvaram alone had been assigned by the Government the inamdars relying on the terms used in the Title Deeds began to claim the right to the soil so as to affect the proprietary right of the cultivators and third parties. Litigation on a large scale started. Most of the claimants were non-suited in law-courts, yet nobody could say that different conflicting rules of law might not be laid down by Judges that follow any future cases. It was under these circumstances that the Government decided to pass Act VIII of 1869 declaring that nothing contained in any title-deed issued to any inamdar should be deemed to define, limit, infringe or destroy the rights of any description of holders or occupiers of lands from which any Inam was derived or drawn. Mr. Blair's Report was written when the Inam Act VIII of 1869 was passed in Madras and the same was awaiting the assent of the Viceroy and Governor-General. Unless one knows the history and all the circumstances of the period it may not be easy to understand the declaratory Act VIII of 1869. The position had been made clear, viz., that the title-deeds had been given and enfranchisement was made only in favour of those whose title had been proved on the basis of 50 years actual possession before the date of the Inam Commission. It is also made clear that the inamdars who got only the melvaram right assigned to them from the Government, while actual possession was with others, would not succeed in Courts of Law, when they claim right to the soil.

Act XXIII
of 1871.

Even after passing of Act VIII of 1869 the Jurisdiction of Civil Courts in the matter of dispute regarding the title of inams remained excluded until Act XXIII of 1871 was passed by the Government of India. It was only under that Act, that Regulation IV of 1831, and Act XXXI of 1836, excluding the jurisdiction of Civil Courts, were repealed. As pointed out above Act XXIII of 1871 of the Government of India is still in force to-day. Ignoring all the Inam Laws specially passed for regulating the relations between the inamdars and their tenants and inamdars and landholders, for the first time Inam villages were introduced in the Estates Land Act I of 1908, defining them as estates when they had been regulated by the Permanent Settlement Regulation.

Decision of
the Inam
Commission-
er was not
meant to be
a judgment-
in-rem.

It was on the strength of this possession that titles were settled and enfranchisement was made by the Inam Commissioner. Even though actual possession of 50 years was made the test for proving the title and the granting of title-deeds, it may be noted here that from the date of Regulation XXXI of 1802, that is, 13th July 1802, this question of title and the decision of the Inam Commissioner based on such long possession had not been constituted a judgment-in-rem, so as to bind those who did not appear before him, to contest the claim of the Inamdar's 50 years possession; for example, cultivators in actual possession were not bound by the decision of the Inam Commissioner so long as they were not parties to the enquiry. It was open to them to raise the issue before the Governor-in-Council until 1871 and thereafter in a civil court. If it were made a judgment-in-rem, by enacting any special provision of law, that would have bound all parties at all times. But here provision was made in Regulation XXXI of 1802 and later in Regulation IV of 1831 and Act XXXI of 1836 that in case of dispute the matter should be investigated into and adjudicated upon by the Governor-in-Council and not by Civil Courts until 1871 in which year Regulation IV of 1831 and Act XXXI of 1836 were repealed. Thus, it is seen that the decision of the Inam Commissioner was not intended to operate as a judgment-in-rem against the cultivators who did not appear before him to prove that they were actually in possession and not the inamdars. It was to meet such a contingency that provision was made for settling disputes through the Governor-in-Council, before enfranchisement and through the civil courts after 1871. It is for this reason that it was provided that when a dispute arose the claim should be made in the ordinary civil courts after the Government of India Act XXIII of 1871 was passed, and not by the Revenue Courts as prescribed by the Estates Land Act. It was to clear such doubts raised as to the binding character of Inam Commissioner's decision on third parties that Madras Inams Act VIII of 1869 was passed.

Thus the inams of the various kinds are governed by special set of laws; and whenever a question of title was disputed on the ground that the actual possession was with the cultivator and not with the inamdar whose title was affirmed on the basis of 50 years previous possession it was laid down that the matter should be investigated and settled by the courts specially prescribed for that purpose and not by the Revenue Courts prescribed by the Estates Land Act.

In such an enquiry the matter in issue will be adjudicated upon by the courts, having due regard to the actual possession for 50 years previous to the enfranchisement, on the strength of which it was enfranchised and declared freehold estates; whereas under the Estates Land Act, the matter will be governed by special presumptions raised under certain sections and the question of actual possession for 50 years before enfranchisement may not be taken into account at all by the Special Revenue Court that investigates into the matter. The Privy Council case reported in I.L.R., 41, Madras, 1012, is a typical case in point to show what the probative value of possession on the basis of which title-deeds were granted by the Inam Commissioner is, in a suit between the Inamdar and the Cultivator who was not a party to the enquiry held by the Inam Commissioner. There is a world of difference between the enquiry under the Inams Act and that under the Estates Land Act. It is to avoid such conflicts, decisions and laws, that no new laws should be forged by the legislatures without satisfying themselves whether, the subject-matter was governed by any special laws which continue to be in force, unless they are repealed expressly. Here, they were not only not repealed but on the other hand proceeded on the basis that they are in force. It follows, therefore, that the provisions of the Estates Land Act I of 1908 as amended by Act XVIII of 1936 with regard to excluded inams are *ultra-vires*

Thus the 'condition' of actual possession for 50 years was kept in the fore-front of the whole programme of the inam commission as crucial test. Having laid down the first condition of previous possession for 50 years in rule 2 of the rules framed for the "adjudication and settlement of the inam lands of the Madras Presidency," it was provided that, in the absence of a valid grant or other title-deed, entries in the village accounts of the earliest years of the British Administration, in the Permanent Settlement accounts, in the registers prepared under Regulation XXXI of 1802, in the accounts of the earlier surveys, and in other authentic accounts of older date than 50 years, will be accepted as proof of the existence of the inam for that period. The Inam Commissioner was permitted to enfranchise the inams and validate the titles of the inamdars only after satisfying himself about the actual possession and enjoyment of the inams by the grantees, for the prescribed period of 50 years. It was in pursuance of these rules and Regulations that the inams were enfranchised and title-deeds were granted, and they were all validated by the Inam Acts IV of 1862, IV of 1866 and VIII of 1869. The inam rules are printed as Appendix No. XXII. For full particulars they may be referred to.

This question of 50 years possession must be kept in view until the end, in dealing with this question, viz., to what extent there was any valid legislation in the Estates Act I of 1908, or in the Amending Act XVIII of 1936, so far as it related to inams.

Before we refer to the different classes of inams and the manner in which they were dealt with, it may be noted here, the distinction between pre-settlement and post-settlement inams. Post-settlement inams are inams granted by the zamindar after the Permanent Settlement. Under the Permanent Settlement the zamindar has no right to create such grants or inams, absolutely so as to bind his successors. Therefore, all post-settlement inams are invalid.

RULE XVII of the Inam Rules (dated 6th to 12th August 1859, page 10), runs as follows:—

"Inams granted by zamindars, poligars and other landholders are strictly invalid, being opposed to the provisions of Section XII, Regulation XXV of 1802, and have been generally resumed by the Government when they came under its notice. These inams, will be disposed off according to the circumstances, under the general principles laid down in Rule XVI, for inams granted without the sanction of Government by its officers."

Section 12 of Regulation XXV of 1802 runs thus:

"It shall not be competent to proprietors of land to appropriate any part of a No part of an estate permanently assessed landed estate permanently assessed, to can be exempted from bearing its portion of religious or charitable or to any other public tax. purposes by which it may be intended to exempt such lands from bearing their portion of the public tax; nor shall it be competent to a proprietor of land to resume lands or to fix a new assessment on lands which may be allotted (at the time when such proprietor may

become possessed of the estate in which lands are situated to religious or to charitable purposes under the denominations of devasthan, or devadayam, of Brahmadayam, or Agraharam, of Yaumia, Jivadan or Madad Maash, or Piran, Fakiran, or any other description of exempted, lands described under the general term of lakhiraj unless the consent of the Government shall have been previously obtained for that purpose."

Post-settle-
ment inams
invalid.

Thus section 12 of Regulation XXV of 1802, prohibited grants of inams, etc., from out of permanently settled estates by the landholders. This was done in 1802. Inam rules were framed in 1859 to enable the Inam Commission to investigate and grant permanent titles. In the instructions given to the Inam Commissioner it was pointed out under Rule XVII, that the zamindars and poligars had no right or power to grant inams subsequent to the Permanent Settlement; and, if any such were granted they were strictly invalid, because they were in contravention of Section XII of Regulation XXV of 1802. If in spite of this prohibition any zamindar should grant any temporary inam, to enure for the benefit of the grantee, only during the lifetime of the grantor, that could be done. The prohibition and the invalidation came into operation only when the grant is such as would interfere with the reversionary right reserved for the Government at the time of the Permanent Settlement or even earlier if the matter came under the notice of the Government.

Cause of the
confusion
about the
inams.

Having pointed out how post-settlement inams were declared invalid under section 12 of Regulation XXV of 1802 and Rule XVII of the Inam Rules, we shall examine briefly how the confusion arose in this connexion at the time of the passing of the Estates Land Act I of 1908 and the later amending Acts, and also in the decisions given by Law Courts, from the lowest to the highest. The wrong understanding on the part of the courts and also the Legislatures was generally due to the fact that their attention was not drawn to sections 2 and 3 of Regulation XXXI of 1802, Regulation IV of 1831 and Act XXXI of 1836; and the Draft Inam Rules 10, 11, 12 and 14, Inam Rules 1 to 3, and the Inam Acts, by which these inams have been controlled and regulated. Regulation XXXI of 1802 was referred to by the Privy Council in their judgment reported in 41 Mad., page 1012. Even there, they were only considering section 15 of that Regulation, and not the question of actual possession at the time of the grant and before the title was validated as prescribed under section 2 of the same Regulation, and the clauses 1 to 3 of Inam Rules above referred to. The full bench decision, reported in 45 Mad., 716, *J. Brahmayya v. Achiraju* did not touch this question of possession and the validation of the titles of the inamdars under the special laws by which they were governed. Five Judges of the Madras High Court sat in the full bench, to decide whether a grantee of a portion of a village to whom both the varams were permanently settled on a permanent kattupadi, was a landholder within the meaning of Section III, clause (5) of the Madras Estates Land Act. Three Judges held that on an interpretation of the Madras Estates Land Act Provisions, that the grantee was a landholder; while the two other Judges held to the contrary. Curiously enough there was no reference made either by the Judges who held that the grantee was a landholder or by those who held that the grantee was not a landholder, to Regulation XXXI of 1802 or the Inam Rules of 1859 or to the question of actual possession of the inamdars on the date of the grant of the title-deeds. We have no doubt that if the special laws by which the inamdars were governed and the special circumstances under which the title-deeds were granted to them based on actual possession which they had until the date of the grant of the title-deed by the Inam Commission, had been placed before the law courts, or if they had been considered by the legislators of 1908 and the subsequent periods, all the confusion would have been avoided, and a correct interpretation of the laws that had a direct bearing, would have been made. If the attention of the law courts and the legislatures had been drawn to Section 12 of Regulation XXV of 1802, and Rule XVII of the Inam Rules, that post-settlement grants of inams by landholders were *strictly invalid*, and that the Government would resume them the moment they came under their notice, correct decisions would have been arrived at and proper laws would have been enacted.

Before bringing whole inam villages within the definition of an ESTATE in the Estates Land Act, it would have been necessary to deal with all the laws by which the inamdars have been governed, and, repeal those laws before the inams could be taken away from the scope of those Acts and transferred to the Estates Land Act, if there were really any intention of altering the substantive rights of the inamdars by inclusion of the same under the Estates Land Act. If we look into the discussion in the Legislative Council on the Estates Land Bill, and the amendment moved and dropped, on the question relating to inams and inam villages, we can see how even very distinguished legislators closed the debates without going to the question of possession and title under the special inam laws by which the inamdars were governed.

No doubt some prominent members raised objection for bringing inam village within the definition of ESTATES. Inam 'village', as it was originally proposed to be brought within the definition of an ESTATE was different from the one that was ultimately passed. Inam village originally proposed, was not confined to inam villages in which the land revenue alone was assigned to the inamdar. On the other hand, it was capable of applying to inam villages in which the kudivaram right could exist in the inamdars themselves. On this, objection was taken. Amendments were proposed and after considerable debate the inam village as originally proposed so as to include melvaram as well as kudivaram rights, was dropped and it was confined only to those inam villages in which the melvaram right alone was assigned. When it was so limited, it did not affect the rights of those whose titles had been confirmed by the Inam Commissioner and the Government on the basis of 50 years possession, as stated above. If it had been left there, there would probably have been no conflict, with the substantive rights created under the various inam laws enacted from time to time, starting with Regulation XXXI of 1802. The introduction of inam village in which the melvaram right alone was assigned to the grantee, in the Estates Land Act, could have been attempted to be justified on the ground that it did not touch the title of those inamdars who were protected under the special inam laws. But the matter does not rest there. There is the further question which we have referred to pointedly, in the previous paragraphs—about the jurisdiction of the courts. It was expressly laid down in Regulation XXXI of 1802, with regard to one set of matters, and in Regulation IV of 1831, with regard to another set of matters, that the jurisdiction of civil courts was deliberately excluded and all power to investigate and decide all disputes relating to the matters referred to therein, had been reserved for the Government itself. This bar was lifted by Government of India Act XXIII of 1871 and civil courts jurisdiction was restored. How could such jurisdiction of the civil courts have been divested by including the inam villages within the definition of an ESTATE in the Estates Land Act? When once inam village was brought within the meaning of an ESTATE under the Estates Land Act, and a dispute arose on the question of possession and kudivaram right, the dispute must necessarily be decided by the courts, specially prescribed under the Estates Land Act. How could that be done, when the power to decide such disputes was given to the civil courts under the laws that remain in force until now, without being repealed. Therefore, it follows that it was a fundamental mistake that had been made at the time of the passing of the Estates Land Act I of 1908, that even the inam village in which the melvaram right alone had been assigned, was taken within the definition of an ESTATE. The trouble started in that manner, and it continued when further extension was made from whole inam villages with melvaram right to those with kudivaram interest and also to parts of such inam villages, which were construed as minor inams even in the Full Bench decision reported in 45 Mad., 716. Post-settlement inams, as has been pointed out already, are contrary to rules and regulations and they are invalid, and it is open to the Government to resume them at any time, because they reserved the power to resume for themselves. The reason of this rule can be readily found in the fact that under the sanads and kabuliyats exchanged between the Government and the landholders, there are conditions prescribed by which the landholders are bound. If there is a default in the payment of peishkash the Government could proceed against the private property of the landholder first, and then against his proprietary right in the zamindari; and, if the proprietary right in the zamindari and its value are reduced by the free grant of inams made by the zamindar, that would affect the right of the Government and the security which the Government is holding under the sanads. The landholders are bound to see that not one inch of ground which stands as security to the Government for payment of peishkash is alienated, so as to affect that right of the Government. It is for these reasons that such grants were prohibited under section 12 of Regulation XXV of 1802, and the same was repeated in rule 17 of the Inam Rules, before the grant of title-deeds.

In the debate on the Estates Land Bill of 1908 in relation to inams, it was stated above that Regulation XXXI of 1802 and the other inam laws were not referred to at all. In support of that statement we would like to quote what the late Hon'ble V. Krishnaswami Ayyar said. Mr. Krishnaswami Ayyar was one of the most distinguished lawyers of the day. Later he was a Member of the Executive Council of this Government. He played a most prominent part in the debates on the Estates Land Bill. Referring to inams and to their origin he spoke as follows:—

"A good deal has been said as to the way in which inams have come into existence. I venture to speak with some experience though not as an administrator in the Province, as I have had considerable experience in the course of my professional work of cases connected with various inams. The history of inams is a

Inclusion of inams within the definition of the "Estate" by the Estates Land Act of 1908 is ultra vires because it contravenes all the special inams Acts passed previously and also the Government of India Act XXIII of 1871 which gave jurisdiction in all matters concerning inams to civil courts.

Discussion on the Estates Land Bill of 1908.

matter difficult to dogmatize upon. There are various inams of various descriptions. The history of inams is one of the thorniest questions of the country and nobody can be in a position to say anything definitely about them. I have known in the various stages of a case, different courts coming to different conclusions as regards what was the exact nature of an inam. It has often happened that there were persons who were paying revenue to Government. The Government did remit that revenue and said: 'To you owners of the soil, we remit the whole of the revenue or remit one-half of which is sometimes called arthamaniam or remit only one-fourth, which is called chaturbagam.' Therefore, they are owners of land, occupiers or mirasidars if you like to call them, or ryots if you call them by that name, but they are owners of land first and subsequently owners of revenue which has been assigned to them."

Such was the description given by the late Hon'ble Member. Even such an able man as Mr. V. Krishnaswami Ayyar with all his experience and special knowledge of inams as a lawyer, did not go behind the sections of the Bill they were considering. Neither he nor any other learned member who took part in the debate made any attempt to trace back the origin of inams to Regulation XXXI of 1802 or Regulation IV of 1831, Act XXXI of 1836 or even the Inam Acts of 1862, 1866 and 1869. Thirty years later when the amending Bills of 1934 and 1936 were introduced and passed, the learned members of the legislature, did not refer to inams even to the extent to which the late Hon'ble V. Krishnaswami Ayyar had done. It had already been pointed out that even in law courts, the *inam laws* embodied in Regulation XXXI and the later laws had not been referred to except in the Privy Council judgment reported in I.L.R., 41 Mad., 1012. Even there the learned Judge's attention was drawn only to section 15 of that Regulation and the decision was based on the construction of that section and on the recitals of an old document that had been filed in the case. It is thus clear that between 1908 and 1936 or to be more accurate, between 1862 and 1936 nobody ever thought of Regulation XXXI of 1802 and the other inam laws. There was no occasion to refer to them before 1908, because nobody ever attempted to define an inam village or a part thereof as an ESTATE so as to create kudivaram rights in favour of the cultivators. Everybody believed that inamdars had acquired a perfected title by enfranchisement and that any price could be paid for inam lands which were considered to be free-holds, with absolute title and free of land-tax. For the first time the question came for consideration only in 1908 and on that occasion the most learned of the men had not gone behind the provisions of the Estates Land Bill to trace the origin and growth of a special set of inam laws.

Presettlement inams and how they were dealt with may be seen from the following :—

- (1) Inams granted under express authority of the British Government, were disposed off according to the terms of the grant or the official correspondence relating to them.
- (2) (a) Inams irregularly granted by subordinate revenue authorities without sanction, and (b) inams irregularly granted by zamindars and poligars in contravention of section 12 of Regulation XXV of 1802. Both these were dealt with in the same way. If they were founded on fraud they were charged with full assessment. But if the incumbent was not a party to the fraud, it was charged only two-third. If it was not founded on fraud and there was long possession, it was assessed at half.
- (3) *Inams situated in zamindaris or proprietary estates.*—Such of them as were excluded from the assets on which permanent peishkash was fixed and the reversionary claims to which are reserved to Government under section 4 of the Regulation XXV of 1802, will be included in the present adjudication and settlement and disposed off by the Commissioner on the same principles as have been laid down for the treatment of similar inams in the Government taluks, but the enquiry will not be extended to those inams which may have been granted by proprietors subsequent to the Permanent Settlement, in contravention of the provisions of section 12 of the above Regulation, except for the convenience of the future reversion of the estate to the Government.
- (4) Grants by previous Governments for revenue and police services, those for services which were discontinued if they were subsistence grants, they were dealt with like other personal or subsistence grants. If they were for services which were still continued but which were desirable to be discontinued they were confirmed to the holders as free-holds, subject to the payment of quit-rent.
- (5) *Village service inams.*—Village officers of revenue or police duties were continued to be the holders of the office.
- (6) Inams enjoyed by artizans and others for services rendered to the village community were treated as hereditary grants.

Pre-settle-
ment inams
and how
they were
dealt with.

- (7) Village officers in Government villages were placed on a salaried footing after the enfranchisement of their service tenements at 10 annas in the rupee, of the assessment on such tenements. They were also free from governmental interference thereafter, unlike the proprietary village service inams which were enfranchised at full assessment, subject to periodical revision at every re-settlement.

The term INAM is to be understood to apply to shrotriyams, aghaharams, and whole inam villages, held free of land-tax or under favourable quit-rents, and such villages will be dealt with according to the principles as prescribed for minor inams. It will thus be seen that inams were from the beginning treated separately from the estates.

The separate treatment started with their exclusion from the Permanent Settlement and with the special law enacted to govern them, under Regulation XXXI of 1802. The first condition for validating the title was laid down, as pointed out above. This Regulation is still in force. Before the passing of the Inams Act, the Inam Commission of 1858, was constituted to enquire into the nature and conditions of the inams in the Madras Presidency. The Commission validated titles and issued title-deeds to inamdars lawfully in possession for 50 years before the appointment of the Commission, and reserved others or commuted them for money pensions. The chief duty of the Commission was to enfranchise the inams. In the case of inams held for personal benefits, it was left to the option of the holders to retain it, subject to the inability to alienate and also to the actual terms of the tenure, or he could enfranchise it so that he could convert it into his own private property, by payment of a moderate quit-rent, on the basis of a fixed number of years. Therefore, there are inams to-day—

- (1) Enfranchised.
- (2) Enfranchised but liable to jodi or quit-rent.
- (3) Enfranchised, rent being commuted or redeemed.

After enfranchisement and issue of title-deeds in pursuance of Regulation XXXI, Act IV ^{Madras} of 1862 was passed to confirm and validate the title-deeds given by the Inam Commission. ^{Act IV of 1862.}

There are only two sections in the Act. Section I is the preamble itself. It runs as follows :—

“(1) Whereas under the Inam Rules sanctioned by Government, under the date, the 9th August 1859, the reversionary rights of Government are surrendered to the inamdars in consideration of an equivalent annual quit-rent, and the inam lands are thus enfranchised, and placed in the same position as other descriptions of landed property, in regard to their future succession and transmission; it is hereby enacted as follows.

(2) The title-deed issued by the Inam Commissioner or an authenticated extract from the register of the Commissioner or Collector, shall be deemed sufficient proof of the enfranchisement of land previously held on inam tenure.”

This is only an Act which declared that the title-deed issued by the Inam Commission in pursuance of the provisions of Regulation XXXI of 1802, or an authenticated extract from the register of the Commissioner or Collector, shall be sufficient proof of the conversion of the inam tenure into one of an enfranchised one.

By enfranchisement the Government surrenders its reversionary right, for a quit-rent or jodi, and transfers the indefeasible right of property to the grantee. Enfranchisement is only one way of deciding the amount of royalty to be paid to Government in return for surrendering the reversionary right of Government. It means the right to impose full assessment in case of lapse or otherwise. This had not interfered with the kudivaram or possessory right of inamdars which was taken as the basis for enfranchisement in their name or to them.

It is well-known that after enfranchisement, the Government has no power to impose any further revenue burdens on the inam estate, by way of royalty or assessment, because the Government renounced absolutely its rights in the land as between the inamdar and themselves, and confers an indefeasible freehold on the inamdar.

From these it is evident that the only inams that could come within the meaning of an estate under the Estates Land Act, were the post-settlement inams, which could endure only during the lifetime of the grantor. After the Inam Commission submitted their report in 1858, the Inam Rules were passed in 1859, defining the methods of dealing with the land theretofore enjoyed as inams free of any payment to Government, or partially free of royalty. It may also be noted here, how the Inam Commission happened to be appointed.

In 1856, along with the Court of Directors' Despatch contained in Madras Government Minutes, No. 17 of 1856, the Court of Directors issued another Despatch, conveying instructions for the enfranchisement of pre-settlement inams in zamindaris and all whole inam villages and other inams directly under the Government. It was in pursuance of these directions that the Inam Commission, referred to above, was appointed. *u*

Inam
Act IV of
1866.

After the Inam Commissioner's Report and the rules framed thereunder, the Madras Enfranchised Inams Act IV of 1862 was passed, validating the title deeds issued by the Inam Commission, as has been already pointed out. Four years later, the Madras Enfranchised Inams Act IV of 1866 was passed. The preamble explains the object and scope. It runs thus—

Whereas in the Madras Presidency certain inams attached to hereditary village or other officers in the Revenue and Police departments—the claims connected with which are, under the provisions of Regulation VI of 1831, exclusively adjudicable by the officers of Government, in the Revenue Department—have been, and may yet be under sanction of Government enfranchised from the condition of service and placed in the same position as other descriptions of landed property, in regard to their future succession and transmission; It is hereby enacted as follows:—
Sections 1 to 3 run as follows:—

Section 1.—All hereditary village or other service inams, falling hitherto exclusively under the cognizance of the officers of Government in the Revenue Department, under the provisions of Regulation VI of 1831, which have been or shall be enfranchised from the condition of service by the Inam Commissioner, or other officer acting under the sanction of Government shall be exempt from the operation of the aforesaid Regulation.

Section 2.—The title-deed issued by the Inam Commissioner or other officer duly authorized or an authenticated extract from the register of the Commissioner or other officer, shall be deemed sufficient proof of the enfranchisement of the land previous held on service tenure.

Section 3.—Provided that nothing in this Act shall be construed as authorizing any Court of Civil Judicature to call into question decisions affecting any service inams which may have been already passed by revenue officers acting under the provisions of Regulation VI of 1831 prior to the enfranchisement of such inams.

Act IV of
1869.

Three years later, to clear the doubt that was raised over the scope and object of Act IV of 1862 and Act IV of 1866, another Act was passed—Madras Inams Act VIII of 1869. The preamble of this Act reviews the whole situation and explains why that Act was passed. The preamble and section I run as follows:—

Preamble.—Whereas under the rules sanctioned by the Local Government in the year 1859, and published in the *Fort St. George Gazette*, dated the 4th October 1859, for the adjudication and settlement of inam lands in the Madras Presidency, the Inam Commissioner of the said Presidency, is required to furnish inam-holders with title-deeds in respect of their inams, prepared according to certain forms prescribed by the said Government; and whereas the terms of the title-deeds so prepared appear in many cases to convey a more extensive right than was intended to be given or than could be legally given; and whereas it is apprehended that the terms of the title-deeds may be so construed as to affect the rights and interests which other persons may have in lands from which the inams are derived, or drawn in cases where inam-holders do not possess the proprietary right in the soil, but only the right of receiving the rent or tax payable to Government in respect of the inam lands, as transferees of the Government, and it is therefore expedient to remove all doubts as to the true intent and meaning of the words used in the said title-deeds; and whereas the words 'land' and 'lands' are used in Madras Acts IV of 1862 and IV of 1866, in connexion with inams in a sense not applicable to inams, and it is expedient to explain the true intent and meaning of such words in the said Acts; it is enacted as follows:—

Section 1.—Nothing contained in any title-deed heretofore issued to any inam-holder shall be deemed to define, limit, infringe or destroy the rights of any description of holders or occupiers of the lands from which any inam is derived or drawn, or to affect the interests of any person other than the inam-holder named in the title-deed; and nothing contained in Madras Act IV of 1862 or in Madras Act IV of 1866, shall be deemed to confer on any inam-holder, any right to land which he would not otherwise possess."

Section I declared that nothing contained in any title-deed issued until that date to any inam-holder should be considered as restricting or cancelling the right of any class of landholders or occupiers of land from which an inam was derived or drawn, or to affect the interest of any person other than the inam-holder named in the title-deed. From

1802 until now the rights and liabilities of the inamdars are governed by Regulation XXXI of 1802, Act IV of 1862, Act IV of 1866 and Act VIII of 1869 and the Government of India Act XXIII of 1871. These Acts were in force in 1908 when the Estates Land Act I of 1908 was passed.

They were in force in 1936, when the Amending Act XVIII of 1936 was passed. They are in force to-day. They have not been repealed. The rights vested under those enactments were not divested by Act I of 1908 or the Amending Act XVIII of 1936. It is most extraordinary that those who were responsible for introducing for the first time the inam villages within the definition of estate under the Estates Land Act I of 1908, and later after a period of 30 years, for extending the definition to other inams as well, by the Amending Act XVIII of 1936, did not note that inamdars have been from 1802 put altogether under a separate class, to be governed and controlled by a separate set of laws, and that it was necessary to examine all those laws and the rights conferred on the inamdars under the same enactments and declare that they were repealed and replaced by another set of laws by which the rights vested in the inamdars were divested. On the other hand, in the Statement of Objects and Reasons of the Estates Land Act Amending Bill No. II of 1936 which was enacted as Act XVIII of 1936, Madras Inams Act VIII of 1869 was referred to as the Act still in force on that date. In fact, the Madras Inams Act VIII of 1869 was taken as the basis of Madras Estates Land Bill No. II of 1936. The paragraph in the Statement of Objects and Reasons in which the Madras Act VIII of 1869 was taken as the basis of Estates Land Bill runs as follows :—

“ In this connexion, it is relevant to notice the provisions of the Madras Inams Act, 1869 (Madras Act VIII of 1869). This Act which is still in force, declares ^{Amending Act XVIII of 1936.} that the enfranchisement of an inam and the grant of a title-deed to the inamdar should not be deemed to define, limit, infringe or destroy the rights of any description of holders or occupiers of the lands from which the inam was derived or drawn, or to affect the interests of any person other than the inamdar named in the title-deed, or to confer on the inamdar any right in the lands which he would not otherwise possess. Thus, the right of an inamdar does not ordinarily extend to the full proprietorship of the land, especially in the case where the inam consisted of an entire village, for it is extremely unlikely that the inamdar was occupying the whole village as an occupancy ryot at the time of the grant or has lawfully acquired the entire kudivaram right in the whole village since. Consequently, inam villages were treated as estates on exactly the same footing as zamindaris, in the Madras Regulations of 1802 and 1822, the Madras Rent Recovery Act, 1865 (Madras Act VIII of 1865), the Madras Proprietary Estates Village Service Act, 1894 (Madras Act I of 1894), and the Madras Hereditary Village Officers Act, 1895 (Madras Act III of 1895). They were also treated in the same way in the Bill of 1905 which became the Madras Estates Land Act, 1908. The Bill was amended by the Select committee so as to exclude from the definition of ‘ estate ’ any village in which the inamdar had the kudivaram right as well as the melvaram. The Act as finally passed left it to the courts to decide whether an inam village or any portion of it was an estate governed by the Act or not, that is, whether the inamdar possessed only the melvaram or whether he possessed in addition the kudiwaram also.”

Thus, it is clear that it was never the intention of the Madras Estates Land Amending Act XVIII of 1936 or even of the original Act I of 1908 that the inam Regulations and inam Acts beginning from Regulation XXXI of 1802, up to date should be repealed. On the other hand, they were expressly treated as in force. The fundamental mistake made in the Estates Land Bill No. II of 1936 was in considering that the inam villages were treated as estates on exactly the same footing as zamindaris in the Madras Regulations of 1802 and 1822, while it was quite the reverse. We have pointed out in the foregoing paragraphs that at the time of the Permanent Settlement these inam lands were excluded from the Permanent Settlement Regulation XXV of 1802 and a Special Regulation XXXI of 1802 for inams was passed on the same date. Since then, separate laws were enacted as pointed out already excluding the jurisdiction of the municipal courts over disputes relating to the inams mentioned therein and vesting them in the Governor in Council. The reason for this mistake so far as we could gather, both in 1908 and in 1936, was that those who were in charge of the legislation did not go behind the Madras Inams Act VIII of 1869. If they had noticed the provisions of all the previous Regulations and enactments relating to inams, they would never have brought even whole village inams within the definition of estates in the Act I of 1908 and extended the same in the Act XVIII of 1936 to villages and parts of villages in which not only the melvaram interest but also the kudivaram interest vested in the inamdars and made elaborate provisions for settlement of disputes that might arise on the question of title of such inams in the Collector's court.

Conflict of
jurisdiction
as provided
by different
Acts.

Under Act XVIII of 1936, section 3, clause 5, paragraph 2, relating to jurisdiction of courts, runs as follows :—

“ Where there is a dispute between two or more persons as to which of them is the landholder for all or any of the purposes of this Act or between two or more joint landholders, the person who shall be deemed to be the landholder for such purposes shall be the person whom the Collector, subject to any decree or order of a competent civil court, may recognize or nominate as such landholder in accordance with rules to be framed by the Local Government in this behalf.”

As against this we may quote sections 3 and 8 of Regulation XXXI of 1802 and section 2 of Regulation IV of 1831.

Section 3 of Regulation XXXI of 1802, runs as follows :—

“ Where doubts may arise with respect either to the competence of a public officer to issue grants for exempted lands, or with regard to the authority of the public officer to resume and assess exempted lands, in cases to be tried under this regulation, the same shall be determined by the decision of the Governor in Council only, and the said decision produced in the Courts of Judicature shall regulate the judgment of such courts.”

Section 8 of Regulation XXXI of 1802, runs as follows :—

“ It shall not be competent for persons holding exempted lands under invalid titles to plead possession for any length of time whatever, in bar to the right of Government to resume such lands; and persons resisting the demands of Government upon the grounds of long possession only shall be non-suited with costs of suit.”

Section 10 of Regulation XXXI of 1802, lays down—

“ But it shall not be competent for Collectors to institute suits in the Courts of Judicature for the recovery of exempted lands, except by the permission of the Board of Revenue obtained in writing for that purpose.”

Section 2 of Regulation IV of 1831, runs thus—

“ *First.*—The Courts of Adawlut are hereby prohibited from taking cognizance of any claim to hereditary or personal grants of money or of land revenue, however denominated, conferred by the authority of the Governor in Council in consideration of services rendered to the State, or in lieu of resumed offices or privileges, or of zamindaris or pollams forfeited or held under attachment or management by the officers of Government, or as a yeomiah or charitable allowance, or as a pension, and also of any claim for the recovery or continuation of, or participation in, such grants, whether preferred against private individuals or public officers, unless the plaint is accompanied by an order signed by the chief or other Secretary to Government, referring the complaining party to seek redress in the established Courts of Adawlut.

“ *Second.*—The power to decide on such claims is reserved exclusively to the Governor in Council, after due investigation by such persons and in such manner as he may deem fit.”

Government
of India Act
XXIII of
1871.

These laws, namely, Regulation IV of 1831 and Act XXXI of 1836, were repealed by the Government of India (Pensions) Act XXIII of 1871, by which the civil court's jurisdiction was restored. In other words, the ban on the civil courts and the reservation of the power to hear such cases to the Governor in Council continued to be in force even after the Inam Act IV of 1862 and IV of 1866 and VIII of 1869 were passed, until the jurisdiction of the civil courts was restored by lifting the ban by section 7, clause (1) of the Government of India Act XXIII of 1871. In this connexion we may refer to the provisions of the Government of India Act XXIII of 1871.

Section 2 of the Act lays down that the enactments mentioned in the schedule shall be repealed. “ But all rules in regard to the award and payment of pensions or grants of money or land-revenue, and the identification of the persons entitled to receive them, made under any such enactment, shall be deemed to have been made under this Act so far as they are consistent therewith.”

Section 3, which is the interpretation section lays down that the expression “ grant of money or land-revenue,” includes anything payable on the part of Government in respect of any right, privilege, perquisite or office.

Under section 5, “ any person having a claim relating to any pension or grant, may prefer such claim to the Collector of the district or Deputy Commissioner or other officer authorized in this behalf by the Local Government; and such Collector, Deputy Commissioner or other officer shall dispose of such claim in accordance with such rules as the chief revenue-authority may, subject to the general control of the Local Government, from time to time prescribe in this behalf.

Sections 4 and 6, contained provisions barring civil courts jurisdiction, as provided for in Regulation IV of 1831 and Act XXXI of 1836.

Section 7, clause (1), runs as follows:—

“ Any inam of the class referred to in section 1 of Madras Act IV of 1862 shall not be affected by the rule laid down in sections 4 and 6, by which civil courts jurisdiction was excluded.”

It is therefore clear that under this Government of India Act XXIII of 1871, the only provision that was made applicable to the inams referred to in Section I of Madras Act IV of 1862 was the provision relating to the bar of civil courts jurisdiction. All other provisions of the Government of India Act XXIII of 1871 apply to the class of inams referred to in Section I of Act IV of 1862.

We shall have to examine now, to see why the bar of civil courts jurisdiction was taken away in the case of inams covered by Section I of the Madras Inams Act IV of 1862.

“ The inams referred to in clause (1) of section 7 are inams of the class described in clause (1) of section 2 of Madras Regulation IV of 1831, which have been or shall be, enfranchised by the Inam Commissioner and converted into freeholds in perpetuity, or into absolute freeholds in perpetuity.” The classes so described are “ hereditary or personal grants of money or of land-revenue, however denominated, conferred by the authority of the Governor in Council (or which, having been made by any native Government, have been confirmed or continued by the British Government—Act XXXI of 1836) in consideration of services rendered to the State, or in lieu of resumed offices or privileges, or of zamindaris or poliams forfeited or held under attachment or management by the officers of Government, or as a yaumia or charitable allowance, or as a pension.” [See Unrepealed Acts of the Governor-General of India in Council, Volume I, Fifth Edition (1834-72) at page 349.]

These are the classes of inams referred to in section 7, clause (1) of the Government of India Act XXIII of 1871. When the ban of civil courts jurisdiction fixed on all these inams under Regulation IV of 1831 and Act XXXI of 1836 was lifted by clause (1) of section 7 of the Government of India Act XXIII of 1871, it follows that any dispute that might arise with regard to the abovementioned inams might be settled by a civil court. The reason for lifting the ban can be found in the fact that all the said inams might have been already enfranchised and freehold title granted to them or they might be liable to be enfranchised by the Inam Commissioner and converted into freeholds. With regard to such inams two changes were effected by Act XXIII of 1871. The first was the lifting of the ban on civil courts jurisdiction and the second was the repealing of Regulation IV of 1831 and Act XXXI of 1836. These two laws were repealed because the Inam Commissioner had completed his work of enfranchisement by 1869 and if anything remained still, it was expected to be completed. By enfranchising inams and granting title-deeds, the holdings were converted into freeholds in perpetuity, and such of them as would be enfranchised later would be converted into freeholds in perpetuity, and therefore, there was no longer any need to continue the ban on the civil courts jurisdiction. The ban continued only so long as the reversionary right remained in the Government and it was necessary for the Government to decide all such matters through the Governor in Council or somebody appointed by him. Enfranchisement takes place only when the Government surrenders its reversionary interest and converts the inam into a freehold estate. The Government retained that power under Regulation IV of 1831 and Act XXXI of 1836 until the Inam Commissioner completed his work and granted inam title-deeds. Enfranchisement means recognition not only of the title of the inamdar but also the fifty years previous actual possession on the basis of which the title-deed was granted. When freehold title was created by enfranchisement, and Inam Act IV of 1862 was passed, Regulation IV of 1831 and Act XXXI of 1836 ought to have been repealed. But it was not done. It was for that reason that they were repealed by the Government of India Act XXIII of 1871. The Government of India took up the legislation and passed the said Act, because, at that time there were certain zamindaris or poliams, or inams created within such zamindaris or poliams, forfeited or held under attachment or management by officers of Government, and orders were therefore passed not by the Provincial Governor in Council, but by the Governor-General in Council, with the sanction of the Secretary of State for India. This Act XXIII of 1871 is in force to-day. Madras Inams Act IV of 1862, IV of 1866 and VIII of 1869, are all in force. Although Regulation IV of 1831 and Act XXXI of 1836, were repealed by the Government of India Act XXIII of 1871, and Regulation XXXI of 1802 was repealed by Act II of 1869, all the inams have been governed by the special laws, viz., the Act XXIII of 1871, and the three Inams Acts stated above. Regulation XXXI of 1802 was repealed by the repealing Act II of 1869 because, the continuance of it was no longer necessary in view of the passing of the Madras

Inams Act IV of 1862. Whatever rights or title vested in the inamdars under Regulation XXXI of 1802, were continued under the Madras Act IV of 1862, IV of 1866 and VIII of 1869, and there was absolutely no necessity for Regulation XXXI of 1802 to remain in force.

The Madras
Estates
Land Act in
so far as it
relates to
inams is
ultra vires.

The Inam Act VIII of 1869 was adopted as the basis for the Madras Amending Act XVIII of 1936, as pointed out elsewhere. So long as these special laws relating to inams are in force, the rights vested under these special Acts cannot be considered to have been divested by Madras Act I of 1908 or by the Amending Act XVIII of 1936. When there is a Government of India Act XXIII of 1871 still in force, it was beyond the jurisdiction of the Madras Legislature to have introduced any change through the Estates Land Act, in the inam laws. We have no hesitation in holding that the provisions of the Madras Estates Land Act I of 1908 and Act XVIII of 1936, so far as it affected or was calculated to affect the title of inamdars under the Inam Acts and Act XXIII of 1871 was ultra vires. There is no room anywhere in an Act that deals with permanently settled estates and the cultivators, for inamdars or those who cultivate inam lands or the inam lands themselves.

When such were the provisions of Regulation XXXI of 1802 and Regulation IV of 1831, Act XXXI of 1836, the Madras Inam Acts and the Act XXIII of 1871, of the Government of India, how could they enact another law which is diametrically opposed to the existing laws?

Such serious mistakes could have been avoided if the legislation of 1936 had not been conceived in a hurry and rushed through in haste, notwithstanding the warning given by some Members of the Legislature. Sir A. P. Patro put it to the House that that measure should not be hurried through in such a haste, when the life of the Legislature and the then Government was drawing to a close. The result is that the law enacted in 1936 has become inoperative altogether on account of continuance in force of the inam laws which have nothing in common with the Permanent Settlement Regulations, or the estates covered by them. The analogy drawn in the Statement of Objects and Reasons that the inam villages and estates were on exactly the same footing was wrong. When they quoted the provisions of Madras Act VIII of 1869 and accepted the rights of the inamdars as declared under that Act as subsisting they should have seen that they had no jurisdiction to go forward to enact the provisions which came into direct conflict with the rights declared under the previous laws, unless they were repealed and that in any case the Government of India Act XXIII of 1871 could not be repealed by them even if they so desired.

The inamdars have been contesting at every stage as pointed out above before the Estates Land Amending Bill No. II of 1936 was passed into law. They followed it up even after it was passed into law by making representations to the Viceroy that he should not give his assent to the Bill, because it was an expropriatory measure. Beyond contending that it was an expropriatory measure it was not pointed out how it was expropriatory, when their right or title started based on actual possession, and how that had been divested by the new legislation without even repealing the inam laws that have been in existence from 1802.

The Second Amendment Bill which was exactly the same as the Third Amendment Bill which subsequently was passed into law as Act No. XVIII of 1936 was turned down by the Viceroy as an expropriatory measure. While turning it down, the Viceroy said that it was not turned down because he was opposed to the proposition that the tenants of the inamdars should acquire occupancy rights, but it was done only because it failed to provide equitable compensation for the inamdars, whose rights had been taken away from them. It was this Bill No. II of 1936 that was passed into Act No. XVIII of 1936. The decision of the Viceroy in turning down the Second Amendment Act of 1934 was based on the assumption that the Local Legislature was free to pass a measure granting kudivaram rights to cultivators in inam villages after divesting the inamdars of their kudivaram right on the broad and equitable ground that it would not be expropriation of the rights of the inamdars if they had been given an equitable compensation in consideration of the parting of their own kudivaram rights. The question of compensation was again made dependable on the condition that inamdars should first establish that they had kudivaram rights before special tribunals that would be appointed by Government.

Under section 185-A of the Madras Estates Land Act, two years' time was fixed from the date of the commencement of the Act for the inamdars to establish kudivaram rights before special tribunals. When the Act was passed it was proposed that rules should be framed prescribing the manner in which the applications referred to in the section should be made, but such rules were framed and published in the *Fort St. George Gazette* only on the 21st of June this year (1938). In this manner the period of two years fixed by section 185-A for the lodging of the applications before special tribunals have been

virtually reduced into a period of only four months. On this ground, the Madras Government introduced an amendment Bill in the Assembly on 17th August 1938 for extending the time for making the applications before special tribunals by one year. That Bill was passed into law by the Lower House on the 17th and the Upper House on the 18th of August 1938. At last the whole matter reduced itself to this—that under the amended Estates Land Act of 1936 the question whether inamdars possessed kudivaram right in the inam lands of the whole inam villages or part should be enquired into and adjudicated upon by the special tribunals that would be appointed under this Act. The whole of this is opposed to the provisions of the Inams Acts IV of 1862, IV of 1866 and VIII of 1869 and Government of India Act XXIII of 1871. We thus see that the legislation relating to inams from the date of Act I of 1908 until now under the Estates Land Act has been in direct conflict with the inam laws that had been started and maintained separately for regulating the relations of inamdars and their tenants taking them away altogether from the scope of the permanently settled estates. What was deliberately separated from the permanently settled estates and maintained independently had been for the first time attempted to be brought within the meaning of the estates by the Madras Estates Land Act and the confusion has been continued until now without the Legislators of 1908, 1934 and 1936, knowing that there have been a separate set of laws by which the inamdars were governed and separate tribunals to which they were directed to have recourse to. It is in this manner that the special tribunals that are expected to be constituted under the Amended Estates Land Act of 1936 and 1938 have come into conflict with the jurisdiction of civil courts provided by Act XXIII of 1871.

The special tribunals that will investigate into title and possession of the inamdar under the amended section 185-A of the Madras Estates Land Act, will proceed under the provisions of the Estates Land Act and the presumptions raised under the said Act, whereas the civil courts will be governed by the provisions of the Inam Acts and the title recognized therein, on the basis of 50 years' possession of the inamdar before enfranchisement. If the matter is enquired into by the civil courts, the points in issue will be adjudicated upon having due regard to actual possession for 50 years previous to the enfranchisement on the strength of which they were enfranchised and declared freehold estates.

Conclusion.

(A) EXCLUDED INAMS.

We are therefore of opinion that all the inams that formed part of the estates before the permanent settlement and were excluded from the assets that formed the basis of calculation for the assessment of land revenue under sections 4 and 12 of Regulation XXV, ceased to be governed by the Permanent Settlement Regulation XXV of 1802. The inams were excluded from the Permanent Settlement Regulations and on the same date Regulation XXXI of 1802 was passed to regulate the relations between the inamdar and the Government on one side and the inamdar and the cultivators of their land on the other. This Regulation XXXI of 1802 remained in force until it was repealed by Act II of 1869. Before it was repealed, Regulation IV of 1831 and Act XXXI of 1836 were passed to extend the scope and operation of the provisions of Regulation XXXI. Regulation IV of 1831 and Act XXXI of 1836 were in force until they were repealed by the Government of India Act XXIII of 1871. While the above said Regulations and Acts remained in force on one side, Madras Inam Act IV of 1862 was passed after the inams were enfranchised by the Inam Commissioner, for declaring and confirming the title of inamdars. Later Inam Act IV of 1866 was passed extending the operation of Act IV of 1862. Doubts having arisen about the effect of enfranchisement and confirmation of their titles by the Inam Commissioner on the rights of third parties such as ryots, who did not contest the claims of the inamdars before the Inam Commissioner, Madras Interpretation Act VIII of 1869 was passed to clear the same.

Regulation XXXI of 1802 remained in force until it was repealed, as stated above, by Act II of 1869. It is therefore clear that Regulation XXXI of 1802 merged in the Madras Inam Acts and still remained in force until it was formally repealed, because there was no longer any need for its continuance after the three Inam Acts became law. Even though Regulation XXXI of 1802 had been repealed in 1869, Regulation IV of 1831 and Act XXXI of 1836 remained in force, as pointed out above, until 1871, when the Government of India Act XXIII of 1871 was passed. While such has been the special laws enacted from time to time for inams, the Madras Rent Recovery Act VIII of 1865 was passed prescribing the procedure for collection of the shist (rent) from the ryots. When this Act was passed inamdars who were excluded from the operation of the Permanent Settlement Regulation XXV of 1802, and for whom special provision was made in Regulation XXXI of 1802, were for the first time included in the definition of

landholders under the Rent Act. This was done only to provide a common procedure for collection of rents for inamdars, holders of permanently settled estates and also ryotwari ryots of the Government. The Rent Recovery Act VIII of 1865 did not create any new rights in the landholders or their ryots, nor did it take away any existing rights. It was merely a processual law. The conclusive proof for this is that Regulation XXXI of 1802 remained in force for four years after the passing of the Rent Recovery Act of 1865, until it was repealed in 1869, after it had become merged in the Inams Acts. Thus it is clear that all inams that were excluded from the assets of the estates at the time of the permanent settlement in 1802 have been governed by the special Inam Regulations and Inam Acts and also the Government of India Act XXIII of 1871 until now. None of them have been repealed, they are all in force.

We are therefore of opinion that it was wrong to have included excluded inam villages within the definition of an 'estate' for the first time, in the Estates Land Act I of 1908 and to have further extended it to other minor inams by the later amending Acts. They had no place in the past in a measure which was intended to deal exclusively with permanently settled estates. They have no place hereafter in any law that may be passed by the legislatures, with regard to permanently settled estates. They must be removed from the Act altogether.

On this view it is not necessary that we should examine the provisions of the Estates Land Act as amended by Act XVIII of 1936 so far as they relate to inams that were excluded from the assets at the time of the permanent settlement, on the question of equitable compensation.

Still there may be another class of inams which were not excluded from the assets at the time of the permanent settlement, but formed part of the estates over which the Government did not reserve any reversionary right for itself. We shall therefore record our opinion with regard to such estates, if there should be any, that might come up for consideration in future.

INAMS NOT EXCLUDED FROM THE ASSETS AT THE TIME OF THE PERMANENT SETTLEMENT.

(B) POST-SETTLEMENT INAMS.

They may be—

- (i) Post-settlement inams.
- (ii) Any other inams that had been deliberately or by over-sight included in the assets at the time of the permanent settlement.

We have already dealt with post-settlement inams and about the incompetency of the landholder to create such inams. It has already been pointed out that sections 4 and 12 of the Permanent Settlement Regulation have made the grant of such inams invalid, and not binding upon the Government. Notwithstanding the sections 4 and 12 of Permanent Settlement Regulation XXV of 1802, some of the post-settlement inams have been treated by Courts of Law, from the lowest to the highest, as valid grants, because their attention had not been drawn to sections 4 and 12 of the Permanent Settlement Regulation. We are of opinion that in the future legislation it must be declared that grants of inams by landholders subsequent to the permanent settlement are not valid and binding upon the Government or the successor of the grantor, and that it is open to the Government to resume such inams soon as they come under their notice. For these reasons no question of permanent right of occupancy as between the inamdar and the cultivator can arise in such post-settlement inams; the kudivaram right having always been with the ryot.

(C) INCLUDED INAMS.

The next class relates to inams that may have been included in the assets at the time of the permanent settlement, the Government assigning away their reversionary right to the landholder, leaving him to deal with the ryots or cultivators of such inam lands on the same basis on which the other ryots in the estate are dealt with. Such included inams will naturally become part of the estate and the ryots of such inams will be entitled to claim both fixity of tenure and fixity of rent granted to them at the time of the Permanent Settlement. Therefore, it may be declared that the inam legislation made in the Estates Land Act I of 1908 and the later amending Acts was intended to apply only to such inams as were included in the assets of the estate at the time of permanent settlement. Special provision should be made in the new legislation giving jurisdiction to Revenue Courts to settle the dispute between the inamdars and their ryots in all such included inams. There remains the question of compensation in such cases, when the kudivaram right is declared by the court to have vested in the inamdars.

The amending legislation proposed in 1933 and 1934 declaring the kudivaram right to have been vested in the ryot in all such inams was vetoed by the Viceroy as expropriatory. While declaring so, His Excellency the Governor-General said that even though it was expropriatory it was open to the legislature to create rights of occupancy in favour of the ryots, after making sufficient provision for payment of compensation to the inamdar who would be called upon to part with his kudivaram right. The notification issued by the Governor-General in Council in March 1935 withholding assent to the Bill of 1934 runs as follows:—

“In accordance with the provisions of sub-section (4) of section 81 of the Government of India Act, I hereby signify to you that my reason for withholding my assent from the Madras Estates Land (Second Amendment) Act, 1934, is that after the most anxious consideration, in the course of which representations submitted in support of the Act have received no less attention than representations submitted in opposition thereto, I have reached the conclusion that the Act is expropriatory in that it involves the loss of the kudivaram of lands included in their inams by those inamdars who under the existing law would be in a position to establish their ownership of the kudivaram, and that a measure producing this result with no provision for the compensation of persons adversely affected should not be allowed to become law. I desire at the same time to make it abundantly plain that this conclusion is in no way based on opposition, and implies no opposition, to the proposition that the tenants of inamdars should be placed in a position enabling them to acquire occupancy rights and that I have been constrained to withhold my assent from the present measure by reason only of the fact that it fails to provide equitable compensation for the inamdars whose rights are affected thereby.”

Thus ended the amending Bill of 1934.

Two years later the Madras Estates Land Amendment Bill II of 1936 was introduced with a view to meet the objections raised by His Excellency the Governor-General. This Bill practically adopted the provisions of the Bill of 1934, which had been vetoed by the Viceroy, with the addition of new clauses providing, that if the inamdar proves that the kudivaram right in any land which does not satisfy the requirements of private land was vested in him on the 1st November 1933, the tenant in such land might acquire occupancy right on payment of compensation to the inamdar. This Bill II of 1936 was passed into Law, as Act XVIII of 1936, finally, providing for payment of compensation valued at one year's rental. The last question which we should decide is about the quantum of compensation that had been provided in the Estate Land Amendment Act XVIII of 1936. The grant of one year's rental as equitable compensation for taking away the kudivaram right of the inamdars is like granting one pie nominal damages in an action for tort. If it is declared by the court that the kudivaram right is in the inamdar, he must be given a reasonable compensation for parting with such rights. He will be entitled to compensation on the same basis in which a vendor or owner would be entitled to get in return for parting with his rights from a purchaser or from the Government when the land is purchased or taken up compulsorily under the Land Acquisition Act.

In our opinion the compensation must be fixed at the rate at which an owner would be entitled to sell his land at the time of parting of his rights, or the Government will be paying to the person from whom the land is acquired for public purposes.

These are our recommendations to the Legislatures on the vexed question of inams that had been agitating the minds of the public during the last four or five years. For the reasons stated above, it must be declared in the coming legislation that the provisions of the Estates Land Act so far they were intended to apply to major as well as other smaller inams, were applicable only to included inams and not to excluded inams, and that as regards included inams in which the kudivaram right of the inamdar is established equitable compensation should be fixed by fixing a reasonable market value as between a vendor and a purchaser in the matter of private sale or as between the Government and an owner in the matter of compulsory acquisition of land under the Land Acquisition Act.

CHAPTER XII

SUMMARY AND RECOMMENDATIONS.

INTRODUCTORY.

The scope of reference made to our Committee by the Madras Legislative Assembly and the Legislative Council, included the following six points :—

- (1) the judicial interests of the ryots in relation to the landholders ;
- (2) collection and remission of rent ;
- (3) survey and record-of-rights and settlement of fair rent ;
- (4) levies from ryots in addition to rent ;
- (5) utilization of local natural facilities by tenants for their domestic and agricultural purposes ; and
- (6) maintenance of irrigation works.

Twelve questions were framed and answers were invited both from the landholders and the cultivators and evidence was recorded in five centres.

Group I, relates to question (1), which runs as follows :—

- (a) Who, in your opinion, is the proprietor of the soil? Is it the zamindar or the tenant?
- (b) What is the nature of the interest which the tenant has in the land as distinguished from that of the landholder?

The other questions were grouped under groups (2 to 10), and dealt with in twelve chapters.

Each item has been dealt with exhaustively in each chapter under each head. Although the points are simple, having regard to the conditions, we were obliged to deal with each matter as exhaustively as possible. Disputes between the landholder and the cultivator have been going on for nearly 138 years. The important points are only two—

- (1) who is the proprietor of the soil, and
- (2) what is the nature of amount payable by the cultivator to the landholder.

Although both the points were settled at the time of the permanent settlement and all controversy was set at rest by the passing of Regulations XXV, XXX, XXVII, XXVIII, XXIX and XXXI, all on the same date, 13th July 1802, the landholders had been disputing both these rights from 1802 until now. After 100 years one of the points, that relating to the right to the soil was partially settled by the declaration made in the Estates Land Act I of 1908, that the cultivator has been entitled from time immemorial, starting from long before the permanent settlement, to occupancy right, subject to the payment of revenue payable to the Government. Notwithstanding this declaration, the question relating to the right to the soil as such became very important, in view of the assertion and denial of the elementary rights to water-supply, the use of water-sources, the right of the tenants in regard to the utilization of natural facilities such as grazing of cattle, collection of green manure or wood for agricultural implements, which the cultivators are alleged to have been enjoying from time immemorial. It will not be possible to settle these questions unless the question of the right to the soil is settled. This important matter is dealt with in Chapters I and II. Chapter I deals with the right of the zamindar to the soil and Chapter II, the right of the cultivator to the soil. We therefore propose to give a short summary of Chapters I and II.

SUMMARY.

CHAPTER I—ZAMINDAR—OWNER OF SOIL OR ASSIGNEE OF LAND REVENUE.

The first chapter may be divided into three parts :—

- (1) The landholder's right to the soil,
- (2) the landholder's management as rent collector, and
- (3) the immediate causes that led to the Permanent Settlement.

The landholders as defined in the Estates Land Act comprise ancient zamindars, ancient poligars, proprietors of Havelly estates, jagirdars, shrotriyamdars and inamdars. Inamdars are not merely those who hold land for performing religious or charitable services, such as gifts to the priestly class or to charitable and religious institutions of Hindu, Muhammadan or other communities. Shrotriyams and inams were given mainly

for military and police services. Some of the ancient zamindars and poligars were persons who had enjoyed properties in their own rights during the Hindu as well as Muhammadan periods, but the character of their rights changed as the rulers changed from the Hindu to the Muhammadan and from Muhammadan to the British. They were all reduced to the same position as agents of the Government in respect of the collection of the revenue from the cultivators, and this was defined finally in the Permanent Settlement Regulation XXV and Patta Regulation XXX of 1802 and also in section 4 of the Estates Land Act I of 1908 as interpreted by the Privy Council in I.L.R. 45 Mad., Madras, P. 586. Some of the important zamindari of the Circars, and the Poliams of the West as well as the South have been taken into consideration by us and examined as to the status of these landholders and their right to the soil, in Chapters I and II. All of them have been declared to be collectors of revenue for the Government. The District Manuals of the various districts referred to in Chapter I, text writers and the courts have described the landholders as mere rent-collectors without owning any right in the soil. According to Manu's dictum "cultivated land is the property of him who cut away the wood, or who first cleared and tilled it." The Hindu kings did not recognize the right of each individual to separate bit of land and did not collect rent from each individual. They recognized a village community as one unit of fiscal government which possessed indefeasible property in the soil. Therefore, the Hindu rulers never laid any claim to property in the soil.

Sir Henry Maine in his work on the "Village Community" wrote, after a careful investigation and research, that the villagers work on the soil in the belief that it was their own.

There were famous Collectors and Members of the Board of Revenue in or about 1800 who engaged themselves in putting the permanent settlement into operation in the Circars, in the Western and Southern Poliams. Mr. Lushington, Collector of Tinnevely and Madura, wrote on 28th December 1800, that the cultivators were the owners of the soil from time immemorial and that their rights were supported by usages and the right of the people to property in land was repeatedly recognized and preserved. He wrote that even when the country was ravaged by the Musalman armies, and Muhammadan laws were so adopted into Hindu jurisprudence as to create a great confusion and engender conflicts in the decrees of courts, there was never any material innovation, so far as the cultivators' right to land was concerned. From the papers on mirasi rights, he quoted authority to prove that the cultivator, whose privilege it was to till the earth first and bring it under cultivation, was entitled to hold the land as his own *so long as he duly yielded the public share*.

Mr. Hurdis, Collector of Dindigul, wrote on the 28th of March 1808, that the Nattangars (village elders) considered that they had already held the proprietary right to the soil and that they cultivated it as their own property.

Mr. Hodgson wrote about the same time that no zamindar or proprietor was entitled by law, custom or usage to enhance the rents at his pleasure, that the cultivators had the solid right from time immemorial of paying a rent fixed for ever at the time of the permanent settlement and nothing more, for the land they tilled. For that reason he declared :—

"It must then, I think, be admitted that the Circar or Government or the representatives of the Government, the zamindars, never could have been the absolute proprietors of the soil."

About 1815, there was an investigation started, with regard to mirasi rights of the soil. As a result of that investigation it was declared that there was an overwhelming testimony in support of the cultivator's rights in the soil as against the Government and the zamindars and others similarly situated. They further held that the ryots in

The Hon'ble Mr. G. S. Forbes, the promoter of the Madras Estates Land Bill of 1905, said in his speech that "the legal status of the zamindar under the Permanent Settlement cannot be put higher than that of an assignee of the public land revenue."

In this manner, after a close examination of the authorities, the landholders have been found to be mere rent-collectors without having any right to the soil or possession.

After showing that the zamindar was only a collector of revenue for the Government, the zamindar's management as such collection-agent under the British Government, and also previously to some extent, has been examined. Copious extracts are given from the Circuit Committee Report, according to which this period of management of landholders as rent-collectors was not a good chapter in the history of the country. The Circuit Committee dealt with the management of the landholders as rent-collectors during a period extending over 44 years, just previous to 1802. The conclusions drawn by them as to the events that led to the introduction of the Permanent Settlement of 1802 were as follows:—

- (1) Cultivators were sold to oppressive renters by landholders owing to their idleness and avarice.
- (2) The profession of cultivation became so bad that it could not be one of choice but only a consequence of necessity.
- (3) Cultivation became so bad and inconvertible that the cultivators would have deserted it altogether and run away into neighbouring forests, if those forests and the surrounding countries were less fatal and harmful.
- (4) Even though cultivators made just contribution to the ruler's excheques they did not get anything in return, either by way of protection or the required help for developing land.
- (5) Village karnams ceased to function having become the slaves of renters who became the only tribunal to hear complaints, if any, of the injured.
- (6) Lands were alienated freely by the landholders as mokhasas, maniams, terasts, etc.
- (7) In short, villages became wretched hovels while the cultivators did not get enough even for bare subsistence.
- (8) The favourites of the rajas took away one-sixth of the collections without giving anything in return to the cultivators.
- (9) Zamindars began to let villages by long leases to heads of villages at a fixed rent.
- (10) Renters and the agents of the landholders were concealing the profits which they were making while compelling their dependents to pay up their own assessment due on the land.
- (11) Gradually the zamindars lost their hold on the people because the people believed that the zamindars had no hereditary right and for that reason they were not able to put down the oppressions of the renters.

For all these reasons the Circuit Committee advised the Court of Directors to abolish the zamindari system altogether and convert the same to ryotwari tenure, so that it would fetch the Company at least a crore of rupees more of income. But this advice was rejected because it was considered dangerous to attempt to reduce the zamindar's power and influence, so long as they had revenue at their disposal. They found it difficult to dismiss the zamindars except by force. The Company was therefore advised to strengthen their own military force in each estate, so that ultimately each landholder or zamindar could be compelled to disbandon his army and the police and submit to the terms of the Company at the point of the bayonet. The Committee described the illegitimate demands forced upon the cultivators, at great length, by way of excess collections and unlawful levies, until they became so oppressive that the cultivators decided to leave the districts and go to other parts of the country.

In the Circars the Zamindars were allowed at 10 per cent on a jamabandi of 50 lakhs which amounted to 5 lakhs. Besides this there were other oppressive collections which went up to 5 lakhs and 40 thousand. Thus they were collecting 10 lakhs and 40 thousand out of the jamabandi of 50 lakhs. Such were the findings arrived at by the Circuit Committee after a careful investigation extending over a long period.

At the end of this summary we shall compare and contrast the present conditions with those described above.

RECOMMENDATIONS OF THE CIRCUIT COMMITTEE.

The Circuit Committee made certain recommendations for reconstructing the revenue and administrative system. They advised the Company to divide the country into districts of 10 lakhs each and subdivisions of 2 lakhs each. They advised the enhancement of the salaries of all the revenue officials and the abolition of the commission system. Next they described as one of the essential conditions that every one of the Company's servants should pledge himself to do the utmost for the improvement of the revenue. As to the method of collection they recommended that the ancient yearly valuation method should be adhered to. Payment in kind was considered the best, if only care was taken to see that no loss was caused to the cultivators by stealing and misappropriation during transit to granaries and that there was no wastage while it was in store, or decreased by false measurements. High rate of interest was charged all round. Finally, they recommended that under the prevailing conditions **medium course** should be adopted for collection, viz., that the cultivators first payment should be made in kind and the second payment in cash, when sufficient time was given to them for the sale of their grain. The costly establishment that constituted the old revenue offices and the illegal exactions, which each one of them was making, have been described in Chapter I.

The Circuit Committee recommended to the East India Company to use Muhammadans, who had given the British any amount of trouble, only as soldiers, without giving them any opportunity to develop in any other direction. Hindus who had lost their kingdom long prior to that, were considered as more temperate and forbearing, because they had become accustomed to subjection, and they would be less harmful.

Such was the course of events that led up to the Report of the Circuit Committee Recommendations; but the Court of Directors adopted only a few of the recommendations and decided finally that Permanent Settlement system introduced into Bengal should be introduced in the Madras Presidency also, without losing any time to avoid the bother of individual collections.

Chapter I closes with the extract given from the Fifth Report, which contains about 29 clauses. The principles and provisions enunciated in the 29 clauses are practically the same which have been adopted as Sections of the Permanent Settlement Regulation XXV and also some other Regulations connected with it, passed at the same time. The object with which some of the Permanent Settlement Regulations were passed was made clear in these 29 clauses. It is brought out there that the chief object of the measure was the emancipation of the cultivator and the prosperity of the commercial and manufacturing classes of the people. They made it clear that it was decided to fix the demand of the land revenue permanently so that it will not be altered under any circumstances and the cultivator would not be called upon to pay rates of rent higher than those fixed at that time. They made it clear that by fixing the peshkash as well as the rate of rent permanently and unalterably they would be affording means to the cultivator to enable him to accumulate enough for paying the fixed Government Revenue, to develop the land and supply enough to the manufacturer and industrialist to carry on their part of the work and also provide himself with something in stock to serve as against bad seasons.

CHAPTER II—CULTIVATOR, TENURE—RENT FIXED IMPERPETUITY.

In Chapter II, the origin, growth, development and finally the present status of the cultivators and their right to the soil, have been traced and described. The descriptions given of the village constitution, the rights and powers of the villagers over the soil as described in S.I. Inscriptions III, 2 (1) (172) were set out. (See Sundararaja Ayyangar's Land Tenures.) Originally there was a village assembly exercising complete authority over the whole village and its property. The assembly as a body exercised powers of sale, exchange and mortgage of land in the name of the villagers and acted as arbitrator, generally the karnam or some one acting on his behalf. This assembly was the trustee for the moneys of the religious institutions and carried on the administration of charities. From such funds monies were lent to the members of the community and out of the interest that accrued, the religious endowments were maintained. The assembly had the power of granting lands sometimes even free of tax payable to it; but without prejudice to the revenue payable to the king. All this history is taken from inscriptions of those ancient days. No one will be able to deny the correctness of these, and nothing can be more conclusive than the descriptions given in those inscriptions to prove that the village community as a whole was the owner of the soil and exercised such ownership in the name of the assembly. It was this assembly that came to be known later as the village panchayat; it was also known as an autonomous republican unit. It was

this constitution of the village and the corporate life of the people that had been broken up in the later stages, in spite of the warning given by one of the writers of the Fifth Report, and in its place the ryotwari system, the zamindari system and the inam system were introduced, in 1802 Permanent Settlement.

Mr. M. Lee Vinky investigated into this matter and came to the same conclusions as Sir Henry Maine, that India consisted of groups of village communities owning proprietary right in the soil.

The Royal Commission upon Decentralization in India accepted this as correct. (See Volume I, page 236, paragraph 694.)

Dr. Pollen described the tenure of land in this country as a tribal one. He said that landlordism in the English sense did not exist here. According to him, land belonged to the tribe and was the common property of all.

The description in the fifth report was as follows:—

"The village communities continued in exactly the same condition as they had been from time immemorial. Each village constituted in itself a perfect whole. Unheeding of the changes which may have taken place in the Government above them, the cultivators of the ground quietly continued their daily avocations. They yoked their bullocks to the plough, and followed them in their uneven course. They drew the scanty supply of water from the neighbouring stream or tank, and wrangled over the precious liquid. They cast their seed in the saturated soil, and transplanted the tender sprouts of the growing paddy, they gathered in the harvest, and tended their bullocks as they trod out of the grain. The simple household routine went on as quietly and swiftly then as now. The rent was paid by the heads of the village in money or in kind and the villagers were seldom troubled in the smooth course of their existence except when the zamindar's peons might make their appearance to demand more money on the occasion of some petty warfare or some extraordinary magnificent ceremonial in their master's household."

Sir Thomas Munro wrote that the Indian ryot was not in the position of the English tenant or English landlord. According to him the reason was that the rights of ryots in India did not come into existence under any lease granted by the Government or their assignees the zamindars, but independently of them. (See selections from the minutes of Sir Thomas Munro, Volume I, page 234 and also page 253.)

He held that a ryot divided with the Government all the rights of the land, and whatever is not reserved by the Government belonged to him. He was not a tenant at will or a tenant for a term of years. He cannot be ejected from the land, because another man offers more. (Selections from the minutes of Sir Thomas Munro, Volume I, pages 234 and 250.)

This rule laid down by Sir Thomas Munro was accepted by the Government in 1905 and the Hon'ble Mr. G. S. Forbes declared so in express terms in the Council, in his speech on the Estates Land Bill. The Board of Revenue in the Proceedings, dated 5th January 1890, declared that the money paid by the cultivators to the landholder was not *rent* but *it was only the dues of the Government*. They further declared that whether such dues was paid in money or in kind and whether paid to rajas, jagirdars, zamindars, poligars, mittadars, shrotriyamdars, inamdars or Government officers such as tahsildars, amildars or tanadars, it was only the dues paid to the Government as public revenue and not rent in the sense in which the tenant in England will be paying to his landlord.

Mr. Paley in his philosophy defines property in land to be a power to use it to the exclusion of others from it.

This view was adopted in the Fifth Report. These and other authorities have always held that the right to the soil is in the cultivator and not in the landholder. The landholder of to-day admits that the cultivator has a right of occupancy, but denies that he was originally owner of the soil and that he has continued to be the owner of the soil subject only to one obligation of payment of land revenue to Government in the customary proportion.

Such is the summary of events dealt with in Chapters I and II. Our conclusions on group (1) which is the same as question (i), are as follows:—

(a) The cultivator is the proprietor of the soil. The zamindar is not the proprietor of the soil.

(b) The tenants interest in the land relates to the right to the soil, which can be exercised, by being in possession and enjoying it and by exercising the right of mortgage, gift or sale, etc., as he pleased.

- (c) It is not merely the occupancy right in the sense in which it is understood in common parlance in these days that he has got, over the land. His right to the soil extends to the surface as well as sub-soil including mines, forest produce, etc. This right to the soil, entitles him to exercise all the elementary and natural rights; entitles him to claim ownership to the irrigation sources, rivers, channels, etc., that lie within the limits of the cultivators land; and the right to take water from those sources subject only to the liability to pay the shist which the Government levies in exercise of its prerogative rights.

CHAPTER III, IV, V—PATTA REGULATION. PERMANENT SETTLEMENT REGULATIONS, KARNAM'S REGULATION.

Having found that the landholder is only a rent-collector and the ryot the owner of the soil, before the date of the Permanent Settlement, we must examine the Permanent Settlement Regulation XXV, the Patta Regulation XXX and all other regulations that were passed on the same date, 13th July 1802, with a view to see whether the rights of the ryots and the landholders were in any way affected by the laws enacted in 1802. The Permanent Settlement Regulation, the Patta Regulation, the Karnam's Regulation, Regulation XXXI and Regulations XXVII and XXVIII of 1802 were in force until the Rent Recovery Act VIII of 1865 was passed. The Rent Recovery Act was in force until it was repealed by the Madras Estates Land Act I of 1908, which Act has been in force until now as amended from time to time. It is the effect of this legislation that has been considered in the Chapters 3 to 12.

Taking the Patta Regulation and the Permanent Settlement Regulation, and the Karnam's Regulation, which were dealt with in Chapters III, IV and V, we shall give a brief summary of the same to point out that the rights of the ryots and the landholders as they had existed before the Permanent Settlement, had been declared and re-affirmed in the regulations of 1802 with greater emphasis. They have not only declared that the landholder is a collector of revenue and the cultivator is the owner of the soil but they have also made it plain that the Permanent right of the cultivator was such that would not admit any enhancement of the rates of revenue that he was liable to pay and that he was not liable to be ejected so long as he was ready to pay the amount, so fixed as permanent assessment.

At the end of Chapter I, it was pointed out how oppressive were the variations in the demands made year after year and how the landholder or the rent-farmer was making a profit of over 10 lakhs 40 thousand out of an yearly jamabandi of 50 lakhs. The Permanent Settlement Regulation XXV and Patta Regulation XXX with Regulations XXVII and XXVIII of 1802, were the laws that fixed the rights and liabilities of the landholder and the ryots, in perpetuity. The object of the Permanent Settlement was not to give protection only to the landholder by fixing the pesbkash which he was liable to pay to the Government permanently, leaving him free to enhance the land revenue assessment from time to time as against the ryot for his personal benefit and the ruin of the ryot as alleged by him. But on the other hand, it was to give protection to the ryot by fixing the land revenue demand of the Government permanently, leaving the ryot free to develop his land for the benefit of his family and also to develop agriculture, commerce and industry of his country. Even though this object of the framers of the Regulations of 1802 had been made clear in the Instructions given to the Collectors in 1799, that is three years prior to the date of the Permanent Settlement, and what had been stated in those instructions had been embodied in the sections of the Permanent Settlement Regulation and the Patta Regulation and other regulations, the landholder has been putting forth the same plea and the same interpretation on the meaning of the words of these Regulations from 1802 until now, except in the matter of the question of occupancy right. He denies to-day that the Regulations of 13th July 1802 were intended for the benefit of the ryots. He denies to-day that the ryot is the owner of the soil and asserts that he is entitled to enhance the rents, ignoring the Permanent Settlement. He claims that by the use of the words "proprietary right to the soil" in Regulation XXV, he was made the owner of the soil and that the ryot derived his title from him, in the same manner in which a tenant derived his title in England, from his landlord. In short, his contention is that the land revenue assessment was not permanently settled under the Permanent Settlement Regulation. The object of the Permanent Settlement of 1802 is set out in the preambles of both the Regulations. There are 15 sections in the Permanent Settlement Regulation and an equal number in the Patta Regulation. What is contained in the sections of both the Regulations is the same as the instructions to Collectors given in 1799, on both the questions of fixity of tenure and fixity of land revenue (or rent) in perpetuity. It is not only the fixity of tenure and the fixity of land revenue that were dealt with elaborately in the Collectors Instructions, but also all the details relating to the basis of calculation of land revenue.

The primary object of the Permanent Settlement Regulation was the emancipation of the ryots and the promotion of trade and industry and the prosperity of the commercial classes. These objects were intended to be fulfilled by fixing the land revenue unalterably at a moderate assessment, so that the ryot would have sufficient margin for the payment of the land tax, for maintaining his family and also supplying sufficient quantity of the produce of the land for the development of industries and manufactories of this country. In support of what is stated above we give rule 8 of the Collector's Instructions of 1799 in full. The description given therein is such as to afford conclusive proof of the conclusions we have drawn. Rule 8 runs as follows:—

“ The object of Government, distinct from the consideration of the public revenue, is to ascertain and protect private rights, and the limitation of the public demand upon the lands is obviously a most important and valuable right that can be confirmed on the body of the people who are in any respect concerned in the cultivation of the land. The measure is likewise connected with the emancipation of this class of people from the severities and oppressions, of amils, farmers and other officers necessarily employed to collect the public dues when they are liable to frequent and arbitrary variations; it involves the happiness of the cultivators of the soil, who cannot expect to experience moderation or encouragement from the landholders whilst they themselves are exposed to indifferent demands. The prosperity of the commercial part of the people equally depends upon the adoption of it, as trade and manufactory must flourish in proportion to the quantity of some materials produced from the lands; it will render the situation of proprietor of land honourable instead of dis-respectable and will become the best instead of the worst of property, and what is of equal importance it will enable us to perpetuate to the people a Government of Law and Security in the room of one founded on temporary expedient, and which must be either beneficial or destructive according to the character of the individual appointed to superintend it.”

What is stated in rule 8 is further strengthened by rule 10, which quotes the words of the Hon'ble Court of Directors on the Permanent Settlement, viz. —

“ We find it convincingly argued, that a permanent assessment upon the scale of the present ability of the country must contain in its nature a productive principle, that the possession of property and the principle, that the possession of property and the sure enjoyment of the benefits derivable from it will awaken and stimulate industry, promote agriculture, extend improvement, establish credit, and augment the general wealth and prosperity of the country. Hence arises the best security that no permanent diminution can be expected to take place at least to any considerable amount. Occasional deficiencies may occur for a time from the mismanagement of particular landholders but it cannot be supposed that any of the lands will be permanently less productive than at present, and as we have every reason to believe that the *jumma now formed is moderate in its total amount and properly distributed*. The lands themselves will in most instances ultimately be a sufficient security for the proportion charged upon them with respect to losses from draught, inundation and other casualties. These occur also in the present system, and usually fall upon the company themselves, but it will hereafter be different, because the advantages of proprietary right and secured profits in the landholders will, on his part afford means to support and incite exertions to repair them. The deficiencies of bad seasons will on the whole be more than counter balanced by the fruits of favourable years. There will thus be a gradual accumulation whilst the demands of Government continue the same, and in every step of this progressive work, property becomes of more value, the owner of more importance and the system acquires additional strength; such surely appears to be the tendency and just consequences of an equitable fixed assessment.”

The next important instruction given to the Collectors is contained in rule 37. which runs as follows:—

“ It is to be hoped that in time the proprietary landholders, talookdars and farmers and the ryots will find it for their mutual advantage to enter into agreements in every instance for a specific sum, for a certain quantity of land leaving it to the option of the latter to cultivate whatever quantity of and leaving it to them likely to yield the largest profit and in the interim to protect them against any new taxes under any pretence whatever, the person discovered to have imposed them will be liable to a very heavy penalty for the same, indeed we wish to direct your attention to the impositions, they are already subject to

which from their number and uncertainty we apprehend to have become intricate to *adjust and a source of oppression, it would be desirable that the zamindars should revise the same in consent with the ryots, and consolidate the whole into one specific sum by which the rents would be much simplified, and much inconvenience to both parties be thereby obviated.*"

The fixity of tenure and rent before the granting of sanads as contemplated in Section 2 of Regulation XXV of 1802 were dealt with in the Collector's Instructions, contained in rules 32 to 35. The rules run as follows :—

Rule 32.—Distinct from these claims are the rights and privileges of the cultivating ryots, who, though they have no positive property in the soil, have a right of occupancy as long as they cultivate to the extent of their usual means and give to the Circar or proprietor, whether in money or in kind, the accustomed portion of the produce.

Rule 33.—To ensure the dues of the Circar or proprietor of the estate it has been already observed that rules will be prescribed, and administered by the judicial courts, and that the same rules will also extend protection to the ryots, and under-tenants but in order that there may be some standard of judgment between these parties the proprietor, or under-farmer will be obliged to enter into specific written agreements, or pattas with the ryots and under-tenants. The rents to be paid, by whatever rule or custom they may be regulated, to be specifically stated in the patta which in every possible case shall contain the exact sum to be paid. In cases where the rate only can be specified, such as whether the rates are adjusted upon a measurement of the lands after cultivation, or on a survey of the crop, or where they are made payable in kind, the rate and terms of payment and proportion of the crop to be delivered, with every condition, shall be clearly specified.

Rule 34.—Every zamindar, independent talookdar or other actual proprietor of land will be required to prepare the form of a patta or patta conformably to the rules above specified, and adapted to the circumstances and usages of his estate or talook, and after obtaining the Collector's approbation of it, to be signed, by such officer superscribing the form with the name and official appellation (to register a copy thereof in the adalat of the district and to deposit a copy also in each of the principal cutcheries in his estate or taluk), every ryot will be entitled to receive corresponding pattahs on application and no pattahs of any other than the prescribed form will be held valid.

The basis of calculation of permanent land revenue assessment is given in the Collector's Instructions described in rule 49. It runs as follows :—

Rule 49.—Under these circumstances it is resolved to abolish all the revenue officers of the description above alluded to except the village karnams, or puttawarries to be on the same footing in every respect as those of Bengal and the proprietary landholders to be in like manner responsible with regard to them. The accompanying copy of the Bengal Regulations relating to them will explain the duties as well as the obligations on the part of the landholders—

1. The assessment of the permanent jumma in case of each zamindari will be arrived at on the basis of the then actual produce of the land.
2. After noting the actual produce, the annual value on the whole was fixed. Then, a proportion of the annual value will be marked out as the peshkash, leaving the balance to the zamindar.
3. If the land is irrigated by water, the water actually used for growing the annual produce will be taken into account. Then the water required for future improvement of the cultivation also will be taken into account. In other words, waste lands, farm houses, tanks or irrigation channels that might not be mentioned specifically in the sanads also will be taken into account.
4. Then all the items mentioned in section 4 of Regulation XXV which are exempt from the payment of public revenue altogether, or which are subject to the payment of annual favourable quit-rent will be excluded from the permanent assessment of the land tax.

The village establishments were done away with and the lands assigned to them were resumed and added to the permanent assessment, under section 5 of the Regulation. No remission was granted because a moderate and permanent assessment was fixed, even though there may have been a custom in the past to give remissions on account of draught, inundation or other calamity.

Such were the rules that formed the basis of ascertaining moderate assessment intended by the Government to be fixed for ever unalterably. In this manner every detail had been discussed elaborately in the instructions given to the Collectors and in Regulations of 13th July 1802.

This is the essence of the directions given to the Collectors who were put in charge of the Permanent Settlement work.

The rules quoted above in extenso explain the intent and purpose of the legislation, namely, the fixing of tenure and rate of rent permanently and unalterably and also the basis of calculation for making such assessment. The object of the Permanent Settlement is given in the preamble. Sections 2, 3 and 4 prescribe the procedure for fixing the land revenue assessment permanently before issuing the sanad. The rights and liabilities did not vest in the landholders and the ryots unless and until the tenure and rate of rent are fixed unalterably and agreements were entered into between the parties beforehand. It is only after these terms have been fixed and agreed upon that the sanad would be issued and the rights would be vested in the landholder and the ryot. The right to pay a permanent rate of peshkash vests in the landholder under section 14 of Regulation XXV of 1802 only after the definite rate of rent and also the tenure were fixed unalterably. Even then, it does not vest the right in the landholder unconditionally and absolutely. The vesting of the melvaram right to collect whole of land revenue and pay part of it as an unalterable peshkash to Government is subject to the condition that the landholder fulfils the conditions laid down in Pattah Regulation XXX of 1802—particularly sections 7 and 9.

It has been made further clear that the words “proprietary right to the soil” only mean a limited right to collect rents from the ryots on behalf of the Government and enjoy the balance after paying peshkash. This is the essence of the provisions of Regulation XXV of 1802.

To implement what has been provided in this Permanent Settlement Regulation and define the rights and liabilities of the ryots the Pattah Regulation XXX of 1802 was passed on the same date, 13th July 1802.

The object of Regulation XXX of 1802 was made clear in the preamble. It was to abolish the indefinite and fluctuating method of assessing land revenue which was causing continued oppression to the ryots, and substitute in its place a fixed land revenue assessment which could not be altered by enhancing or decreasing under any circumstances. Section 7 provided that no extra land-tax should be collected from the ryot under any pretext or excuse over and above the amount permanently fixed, while section 9 provided that in case of dispute about the rate of assessment the judge should fix the rate that prevailed in the year before the Permanent Settlement as the proper rate. In other words, the judges were directed not to alter the land revenue assessment that had been fixed, in perpetuity in the year previous to the Permanent Settlement. Patta was declared by this Regulation to be the title-deed of the ryot in the same manner in which the sannad was declared to be the title-deed of the landholder under Regulation XXV of 1802. The patta would not be valid if it does not contain a defined rent and defined extent (i.e., rent and extent fixed unalterably). The validity of the sunnad-i-milkiat-Isthimrar is dependent on the condition that the landholder would issue patta and accept muchilkas, with tenure and rates of rent fixed in perpetuity. If the landholder failed to fulfil this condition, he was made to pay damages and also liable to criminal prosecution under section 8. The result of the passing of Regulations XXV and XXX of 1802 was and still is—

- (1) that the rate of shist or land revenue assessment on the cultivated land was fixed permanently at the time of the permanent settlement, and
- (2) that the rate of shist on the waste land that might be brought under cultivation after permanent settlement, should not exceed the rate fixed unalterably in the year previous to the Permanent Settlement on lands that were already under cultivation.

Fixity of tenure and fixity of shist in perpetuity were insisted on as condition precedent not only in the Collectors' Instructions, but also in the conditions of sale affixed in Collectors' offices before Haveli estates were carved out of the Crown lands and put to auction. They were also marked out as conditions precedent in the Special Commission Reports and the agreements between landholders and ryots that preceded the Permanent Settlement. It is these terms that were insisted on as conditions precedent in all the abovesaid (1) Collectors' instructions, (2) Proclamations of sale, (3) Special Commission Reports, (4) Determined agreements that were entered into in the patta and muchilkas and sunnuds and kabuliyats and finally formed provisions of the Regulations XXV and XXX of 1802. Under such circumstances, the landholders are estopped from claiming any right to enhance the shist for any reason whatsoever.

The provisions of Regulations XXV and XXX of 1802 make it clear that the landholder cannot enhance the rent on the ground of (1) rise in prices, (2) improvements effected by the landholder, or (3) improvements effected by the Government or (4) fluvial action or (5) by contract. The very name Permanent Settlement excludes the idea of enhancement on any such ground. That is why there was no provision made either for increase

or decrease of assessment in either Regulation. These two regulations were confined exclusively to regulate the relations between the landholders and ryots of permanently settled estates only and none else.

Neither inamdars nor ryotwari cultivators of Government jeroiyiti land were included in the definition of 'landholders' under the Regulations of 1802. On the other hand a special Regulation XXXI of 1802 was passed on the same date for inamdars. Similarly, special rules and laws were enacted for Government jeroiyiti ryots. No confusion could therefore arise, on account of clubbing together irreconcilable classes of persons in a common definition of landholders in the Regulations XXV and XXX of 1802, as was done long afterwards in the Rent Act VIII of 1865 or Estates Land Act of 1908 and 1936. Regulation XXX of 1802 was in force until it was repealed by Madras Act VIII of 1865 (Rent Act). Regulations XXV and XXIX of 1802 have been in force until now.

The object of fixing a moderate assessment of land revenue in perpetuity and also fixing the tenure in perpetuity having been fulfilled by the provisions made in Regulations XXV and XXX of 1802, the work of the retrenchment was undertaken by the authors of the Regulations on the same date, because they found it unnecessary to continue the costly revenue establishment that had been considered necessary for preventing fraud on the Government and oppression of the cultivator, before the land revenue assessment and the tenure were fixed in perpetuity. When once the rates of assessment and the character of the tenure had been fixed for ever, the authorities believed that no such large establishment was necessary to collect the moderate assessment that would be within the reach of the ryot to pay without being coerced by the revenue authorities or compelled by the middlemen to submit themselves to illegal exactions. They therefore dismissed all the other revenue officers, the descriptions and the prohibitive cost of whom are given in Chapter I of this report. They were satisfied that if they retained the office of the karnam alone, who was the real village accountant to maintain the accounts, for the benefit of the Government, the landholders and the cultivators, they could save much money and also ensure the collection of the land revenue without any trouble.

The object of the Karnam's Regulation XXIX of 1802 might not be known so easily to those who did not know the previous and subsequent history of Regulations that were passed on 13th July 1802. So long as the demand of the land revenue assessment was fluctuating it was not possible for the Government to prevent the mischief done by the landholders or the rent-farmers under them. But when once the amount was made unalterable either by way of increase or decrease, the collection was assured, if only the landholder had been loyal to the arrangement entered into at the time of the Permanent Settlement. Just as the peshkash remained unaltered the land revenue assessment would have remained unaltered. It was with the object of enforcing the land revenue assessment that had been permanently fixed in 1802 in an unalterable form that the Karnam's Regulation XXIX of 1802 was passed and he was called upon to maintain a register showing the rates of rent fixed permanently then and also the prices, year after year. The object of calling upon him to enter the rates of assessment fixed permanently in the first patta and continuing to enter the same in the following years, was to maintain such registers as evidence of the arrangement at the time of the Permanent Settlement. The karnam was directed to note the prices of each year, with the object of maintaining records of evidence in case any dispute arose between the landholder and the cultivator. The karnam was not intended to be a servant of the zamindar or the ryot or the Government. He was nominated by the landholder but could not be dismissed by him. Even the Collector was not given absolute powers over him, because he was not exclusively a servant of the Government. If any dispute arose the evidence required for settling the same, under the provisions of section 9 of Regulation XXX of 1802 would be in the hands of this karnam, on the production of which the Judge would be able to give his decision in a few minutes, because the direction given to the Judge in case any such dispute arose, was that he should fix the rate of rent that prevailed in the year preceding the Permanent Settlement. The only record of rights and the documents that were intended to be maintained from 1802 until now are the registers in which the rates of rent and the prices were recorded. But owing to the length of time and the imperfect understanding of law as well as fact on the part of all concerned, the position of the karnam was misunderstood, his powers and duties were misunderstood and to-day he has become an officer who is not claimed by anybody as serviceable to any one. Out of ignorance the landholders claimed complete control over the karnam, including the power of dismissal. For the same reason the ryots could not say that the karnam was of any service to them and why he was appointed under Regulation XXIX of 1802.

In the light of our findings that the fair and equitable rate of rent (land revenue) that is payable to-day by the ryot to the landholder is the rate that had been fixed for ever in the year preceding the Permanent Settlement, it may not be necessary to retain even the office of the karnam as such, under Regulation XXIX of 1802. But, however,

considerable time may be required by the special Commissioners who will be appointed to fix the pre-settlement rates, and therefore the karnam's office might be continued charging him with the work of collection, his salary being made payable by the landholder as well as the ryot in equal proportion.

CHAPTERS VI AND VII—RENT BILL AND ESTATES LAND ACT—ENHANCEMENT OF LAND REVENUE.

Regulations XXV and XXX of 1802 that enacted that the land revenue assessment fixed in the year preceding the Permanent Settlement should remain unalterable and that the tenure also should remain unalterable remained in force until the Rent Recovery Act was passed in 1865. In that year the Patta Regulation XXX of 1802 alone was repealed, because the provisions of the Regulation by which the land revenue assessment was made unalterable in the said Regulation, were embodied first in the Rent Recovery Bill of 1863 bodily and later in the Rent Recovery Act VIII of 1865 in an amplified form so as to make the procedure prescribed in the Act applicable—

- (1) to occupancy ryots,
- (2) to non-occupancy ryots,
- (3) to ryotwari ryots of the Government, and
- (4) to inamdars, for whom special legislation had been made in Regulation XXXI of 1802.

If clause (10) of the Rent Bill, which embodied the provisions of sections 7 and 9 of Regulation XXX of 1802, had been kept intact there would have been no confusion and much trouble would have been saved. But there was an interval of two years between the drafting of the Bill and the passing of the Act VIII of 1865. Patta Regulation XXX remained in force for over 63 years. Although the provisions of the Patta Regulation and the Permanent Settlement Regulation made the rates of rent unalterable, the landholder had been raising disputes over both the questions relating to fixity of tenure and the rate of rent. The fight had been going on through law courts, some Judges of the early period interpreting in favour of the landholder while most of them had been interpreting it in favour of the ryots. The landholder who had been backed by wealth as well as influence had been carrying on the fight in courts, to have it declared that the Permanent Settlement was not a permanent settlement of the land revenue assessment but was a permanent settlement of his peshkash only, giving him absolute powers to enhance the land-revenue demand on various grounds. This fight continued until at last one Zilla Judge, Mr. Collet, gave a decision in favour of the landholder, that the rate of rent or the tenure had not been fixed permanently at the time of the Permanent Settlement and that what was settled at the time of the Permanent Settlement enured only for one year and after that the landholder was free to dictate his own terms to the cultivator, like the landlord in Great Britain. The Government that had been zealously guarding the rights of the ryots on the two questions of tenure and rent, took note of the wrong decision of Judge Collet and immediately called upon the Board to submit their note on the question, to enable the Government to introduce a Bill for re-affirming the fixity of tenure and the fixity of rent in perpetuity in favour of the ryot. The Board of Revenue once again investigated the whole matter and submitted their masterly Report B.P. No. 7743 of 1863, in which they reviewed the rights of the ryots and landholders from the date of Manu up to that date and declared that the rates of rent and also the tenure had been fixed unalterably by the Permanent Settlement and that any demand made by the landholder to take away the land from the ryot and give it to another man who offered a higher rate of rent amounted to robbing of the just rights of the ryot and offering a share of the plunder to the other. It was on the basis of this report that the new Rent Bill was drafted with clause (10), in which sections 7 and 9 of Patta Regulation XXX of 1802 were embodied. The Bill was referred to a Select Committee. The Select Committee in their report held, relying upon the Board's Proceedings No. 7743 that both the rates of rent and the tenure had been fixed permanently at the time of the Permanent Settlement and that it was not open to the landholder to enhance the rents on any ground. The Bill remained as Bill for over two years until it became Act VIII of 1865. During this interval the landholders had not been keeping idle. They approached the Government with memorials, petitions and mahazars which were all referred to the Select Committee. They appeared again before the Select Committee and put forward various demands and fought for them. The Select Committee that laid down the rule embodied in clause (10) of the Bill as correct, yielded in the end, for mysterious reasons, to amplify the provisions of the Bill by introducing within the definition of 'landholders' ryots, ryotwari and inamdars who were excluded from the Permanent Settlement Regulation. The amplification which the Select Committee wanted to make was not by way of extending the rights of the landholders with regard to rates of rent and the tenure that had been fixed permanently in 1802. But it was only in regard to the rights and liabilities of those classes of landholders who did not come within

the Permanent Settlement Regulation, but who were wrongly clubbed with those who came within, by introducing a common procedure for collection of monies from the ryots of each one of the said class. In attempting to give a final shape to the Rent Recovery Act, we may take it that they found it not so easy to enact provisions that would be applicable to all classes of landholders that were brought within the definition of 'landholders' under section 1 of the Act. If only they had made provisions separately for the different classes of landholders, there would have been no trouble at all. All the important provisions of the Patta Regulation that had a bearing on these questions had been embodied in the Rent Recovery Act, but rather in a clumsy manner by clubbing together several clauses in section 11 which were intended to deal with enhancement of rents. If they had retained clause (10) of the Bill, which copied sections 7 and 9 of the Patta Regulation in tact and declared that so far as the permanently settled estates were concerned the law was contained in that clause (10) of the Bill, and enacted a separate section to regulate the conduct of ryotwari ryots, inamdars and others there would have been no trouble at all. Legislators always care for brevity and they believe that their skill consists in compressing ideas within the shortest space. That was how the amplification intended by the Select Committee took the form of introducing so many clauses in section 11 with regard to enhancement of rents. It is a matter of commonsense that when once the rate of rent was fixed permanently it could not be enhanced for any reason under any circumstances. A case like that ought not to have been brought in under section 11 of the Rent Recovery Act which laid down provisions for the relief of ryotwari ryots and other persons who were free to enhance the rents or enforce ejectment against their under-tenants. The Rent Bill was intended to clear the doubts created by Judge Collet; but while attempting to clear the doubts the Rent Act created greater trouble by clubbing together two irreconcilable classes of landholders and attempting to provide in one section rules relating to enhancement of rents. Naturally when the landholder revived his fight after the passing of the Rent Recovery Act, he raised the same points which his ancestors raised before Regulations IV and V of 1822 were passed to clear the doubts raised on the Permanent Settlement Regulation and the Patta Regulation. But it so happened just at that time that the Sadar-Adawaleet-Court which had been presided over by Judges who had been in touch with the land-tenures and people of this country and endeavoured their best to lay down correct rules of law and protect the rights of the ryots was abolished and the High Court was established. Under this High Court various subordinate courts were also established. The law and procedure of Great Britain had been brought into this country and the new Judges who came from England to preside over the High Court, had no knowledge of Indian land tenures, customs or laws. They brought their English ideas of landlord and tenant and imported them into their judgments ruthlessly. Some of the judgments as in the case of *CHOKKALINGAM PILLAI*, were based on wrong notions which the English judges brought into India on the question of land-law and tenancy. When the Rent Recovery Act was passed to declare that the view taken by Judge Collet on the interpretation of the Permanent Settlement Regulation and the Patta Regulation in favour of the landholder was wrong, exactly opposite results had been produced by the interpretation put on section 11 of the Act VIII of 1865. What was wrongly decided by Judge Collet before 1863 was repeated by Judges of the High Court in *CHOKKALINGAM PILLAI'S CASE*. This wrong interpretation continued for some time until it was exposed by two distinguished Indian Judges, the late Justice Muthuswami Iyer and Sir Subrahmonia Iyer, who were great authorities on Indian Common Law. Even though they had restored judicially the law laid down by the Permanent Settlement Regulation and Patta Regulation on the question of rates of rent and tenure, there were judges who came after them who continued to make the same mistakes. This state of judicial uncertainty continued until the Estates Land Act I of 1908 was passed. Between the date of the Rent Recovery Act and the Estates Land Act the law continued to be the same as was laid down in 1802 on both the questions. The various clauses of Section 11 of the Rent Recovery Act relating to enhancement of rents were never intended to apply to rates of rent that had been fixed permanently at the time of the Permanent Settlement. It was admitted that the Rent Act was only a processual law and that it did not create or destroy any rights that had existed before that date. The wrong interpretation put by some judges on Section 11 and other provisions of the Act had to be set right only by later decisions given by judges who were better informed. All the mischief and the trouble to which the ryot had been subjected since the passing of the Rent Recovery Act was due to the wrong interpretations put upon the meaning of the provisions of the Act. Between the date of the Rent Recovery Act and the Madras Estates Land Act I of 1908, the Madras Government, the Government of India and the Board of Revenue and all other authorities have been consistently maintaining the rights of the ryots on the question of the rates of rent and the tenure but they were helpless when wrong decisions were given by Courts. There were no legislatures before 1865 and there was no legislature even in 1865. The legislature that undertook the work in 1908

was very differently constituted from the one that is now functioning under the New Constitution Act. Correct law and correct interpretation of the provisions of the Rent Recovery Act were laid down in the decisions reported in I.L.R., 16 Madras, 20 Madras and 23 Madras; and the rules laid down therein had been followed in the later decisions of both the High Court and also the Privy Council. The net result of the judicial interpretation, of the provisions of the Rent Recovery Act between 1865 and 1908 was that the occupancy right of the ryot was recognized in unequivocal terms but so far as the right of enhancement of rents was concerned it was still in confusion in the minds of the best of the lawyers and the legislators. This is evident from the way in which the Estates Land Bill was conceived in 1898, for the first time and later in 1905, and how it developed by the time it matured into law as Act I of 1908.

In dealing with the Rent Recovery Bill and the Act we pointed out the variation between the Bill and the Act, that was largely responsible for contrary interpretations. There was a similar mistake made in 1802 at the time of the Permanent Settlement and Patta Regulations. When the authors of the Regulations had made it clear long before 1802 through Collectors' Instructions, Conditions of sale in proclamations and through State Documents and finally through the Regulations themselves, that what was permanently settled was the land-revenue assessment as a whole and not the peshkash alone or the balance given to the landholder, the word 'rent' ought not to have been used for the land revenue assessment paid by the ryots to the landholders. In ryotwari areas the land-revenue paid by the ryot to the Government is called *shist*. If the same word had been used in the Permanent Settlement, the Patta and other connected Regulations in 1802, or the words 'land revenue assessment' had been used and the word 'rent' avoided, much of the trouble could have been easily avoided. What was paid by the ryot to the Government direct, before the Permanent Settlement, was known as land revenue assessment, if not the word 'shist'. The words 'land revenue assessment' could have been used more appropriately. But when once the word 'rent' was used the mischief started immediately, because some of the Judges who did not know anything about the land tenures in India and who were familiar with only English Law of Landlord and Tenant, as it prevailed in England, understood the word 'rent' in the English sense as meaning the amount paid by the lessee in England in virtue of the contractual relation that was created between a landlord and a tenant, under which the English Tenant derived his title. The fact that the ryot in India did not derive his title from the landholder and that his right to the soil or to possession was an ancient customary right was not known to the Judges. That was how the wrong interpretation started in this Presidency. The Hon'ble Mr. G. S. Forbes, who piloted the Madras Estates Land Bill in 1905 made the position clear by stating that the word rent was a misnomer. In the Bill he proposed to drop the word 'rent' and substitute in its place the word 'shist' which was the expression used for the land revenue assessment paid by the ryot in Government jerayoti land. All the ingenuity of the landholder as well as his lawyer was used to the disadvantage of the ryot, on the interpretation of the word 'rent' and the words 'proprietary right to the soil.' The Estates Land Bill was not conceived for the first time in 1905. A draft Bill called Madras 'Tenancy Bill' was introduced and a Select Committee made its Report on the same in 1898. In that Bill no doubt the word 'rent' was used as originally drafted. But the same was changed into the words 'land revenue' in the Bill as amended by the Select Committee. Clauses 15, 16 and 17 of the original draft Bill run as follows:—

15. The *rent* for the time being payable by an occupancy ryot shall be presumed to be fair and equitable until the contrary is proved.

16. The *rent* of an occupancy ryot shall not be enhanced except as provided by this Act.

We may contrast this with clauses 16 and 17 of the Bill as amended by the Select Committee.

16. In the disposal of suits involving disputes relating to rates of *land revenue* payable by ryots, the following rules shall be observed.

17. Contracts to pay *land revenue* not inconsistent with the provisions of this Act shall, notwithstanding anything contained in the above rules be enforced.

It is clear therefore, that the more appropriate words 'land revenue' was substituted in place of 'rent', by the Select Committee in the amended Bill. Again, as in the case of the Rent Bill and the Rent Act a similar mistake had been made in regard to the provision relating to enhancement of land revenue (rent), with this difference only—that the order was reversed in the Rent Bill:—the provisions of Sections 7 and 9 of the Patta Regulation XXX of 1802 were embodied in clause (x) of the bill; whereas when it came to the stage of passing it into Law, the first part of the clause (x) of the Bill which embodied Sections 7 and 9 of Patta Regulation was dropped and in its place the various clauses of the Section 11 of the Rent Recovery Act was passed. In the case

of the Madras Estates Land Bill it was done the other way about, viz., that in Section 17 of the Bill of 1898, clauses relating to enhancement of rent on the ground of—

- (1) rise in prices,
- (2) improvements effected by or at the expense of the proprietor,
- (3) construction of irrigation work or other improvements executed at the expense of Government and the proprietor had been required to pay an additional revenue, and
- (4) increase in the productive powers by fluvial action.

All these four grounds enumerated in section 17 of the Madras Tenancy Bill of 1898 are the same as the clauses (1—4) of section 30 of the Estates Land Act. But when the Bill reached the Select Committee stage and was amended by the same, it was provided in clause 16, sub-clause (2) that in case of dispute about the rates of assessment in money or in kind, between the landholders and the ryots, Courts were directed to decide the matter by adopting the rates of rent that prevailed in the year preceding the Permanent Settlement. In all cases which had not been surveyed before 1859, it was laid down that money assessment fixed on such surveyed lands must be considered as the proper land revenue payable.

Section 16, clauses (1) and (2), of the Madras Tenancy Bill as amended by the Select Committee run as follows:—

“ 16. In the disposal of suits involving disputes regarding rates of *land revenue* payable by ryots, the following rules shall be observed:—

- (1) In estates which had been surveyed by the British Government previous to 1st January 1859, and in which a money assessment had been fixed on the fields such assessment is to be considered the proper land revenue payable.
- (2) In case of all other estates—
 - (a) The Collector shall adopt the *rates of assessment* in money, or of division in kind, prevailing in the cultivated lands in the year preceding the assessment of the permanent peshkash or in the case of estates not permanently settled, the rates which were in force, immediately prior to the date on which the grant of the estate was made, confirmed or recognized.
 - (b) Where these rates may not be ascertainable the Collector shall fix the land revenue in accordance with local usage and if such local usage is not clearly ascertainable, then in accordance with the rates established and generally paid in the district for lands of similar description and quality.

Provided that if either party be dissatisfied with the rates determined under rule (ii) (b), he may claim that the land revenue payable be discharged in kind, according to “the waram,” that is, according to the established rate of the village for dividing the crop between the Government or the landholder and the cultivator. When the “waram” cannot be ascertained, such money rates shall be decreed as may appear to the Collector just and equitable provided that such rates shall in no case exceed the equivalent of half the gross produce after deducting the expenses of cultivation of harvesting and of storage. Such money rates shall be determined on a calculation of the average price which the ryot has been able to obtain at the time of the harvest on the average of the previous years.”

From the above extracts it is made clear that in case of dispute in estates not surveyed before 1st January 1859, the rule laid down the Patta Regulation should be applied to fix the rate of rent as fair, equitable and permanent. And, it was doubly made clear that the right to enhance rent on any of the grounds enumerated therein which are the same as those embodied in section 30 of the Madras Estates Land Act I of 1908 with the addition of contract referred to in clause (i) of section 11 of the Rent Act were intended to apply to cases in which the rates of rent were not fixed in perpetuity.

Section 17 of the Madras Tenancy Bill, 1898, as originally introduced was as follows:—

- “ 17. Where an occupancy ryot holds at a money rent not fixed in perpetuity, the proprietor may, subject to the provisions of this Act, institute a suit before the Collector to enhance the rent on one or more of the following grounds, viz.:—
- (a) that there has been a rise in the average local prices of staple food crops in the taluk or zamindari division since the existing rent was fixed,
 - (b) that the productive powers of the land held by the ryot have been increased by improvements effected by or at the expense of the proprietor since the existing rent was fixed,

- (c) that the productive powers of the land held by the ryot have been increased since the existing rent was fixed by any work of irrigation or other improvements executed by or at the expenses of the Government and the proprietor has been required to pay an additional revenue or rate to Government, in consequence thereof, and
- (d) that the productive powers of the land held by the ryot have been increased by fluvial action."

No stronger and more conclusive evidence than this can be adduced in support of the construction put by us on the provisions of the Rent Recovery Act of 1865 and also the provisions of the Estates Land Act, Section 30, with regard to enhancement, and other connected sections. But there is one difference between the provisions of section 17 of the Madras Tenancy Bill as introduced, and the provisions of section 30 of the Estates Land Act after it had passed into law. The saving proviso added to clause (i) of section 30 which ought to have been applied to the other three clauses also that followed, was made applicable only to clause (i).

The Hon'ble Mr. Forbes who made the position clear at the initial stages when he made his historic speech, allowed the proviso to be added only to clause (i) of section 30, leaving out clauses 2, 3 and 4; thus giving room for interpretation that the right to enhance was denied in cases relating only to rise or fall in prices and not to the other three clauses. That it was not the intention of Mr. Forbes was made clear from his speech and from the declarations he had made in 1905. The declarations made by him before the Bill was passed into law are supported in full by what was enacted in section 17 of the Madras Tenancy Bill, 1898, as introduced and quoted above. That even this interpretation put upon clauses 2, 3 and 4 of section 30 was not correct had been discussed at length and proved by pointing out that these three clauses were intended to apply to old waste ryoti land only and not to ryoti land proper. In support of that construction we could depend upon section 17 of the Madras Tenancy Bill of 1898, as introduced. Some suggestions had been made that the proviso to clause (i) of section 30 was intended to apply only to cases where permanent rights of occupancy were created subsequently and not to occupancy right created at the time of the permanent settlement. The words used in section 17 are, "WHERE AN OCCUPANCY RYOT HOLDS AT A MONEY RENT NOT FIXED IN PERPETUITY THE PROPRIETOR MAY APPLY TO THE COLLECTOR TO ENHANCE THE RATES OF RENT ON ONE OR MORE OF THE FOLLOWING GROUNDS." These words make it clear that they were referring to the fixity of rent in perpetuity at the time of the permanent settlement and not to any of later origin. The relevant provisions of the Madras Tenancy Bill as introduced and as amended by the Select Committee are printed as an appendix.

SHARING SYSTEM AND COMMUTATION.

Undoubtedly the ideal system before the Permanent was the 'sharing system' Settlement, and it was believed to be the best which would not involve the ryot in financial troubles on account of the fall in prices and which will not make him a victim of the enhancement of exchange ratio by the Government. If this system is adopted the Government should undertake immediately the task of establishing village granaries and markets in which the produce could be sold freely for the best price in the interest of both the Government and the cultivator. But so long as the sharing system prevailed there were illegal exactions going on, not only by the landholders and their servants, but also by their rent-farmers or their agents and their servants. It was with a view to avoid such troubles to the ryots and make the amount of land revenue which they should pay, a fixed and certain one, that the Permanent Settlement was undertaken and the commutation rates were adopted. But having regard to all the circumstances, although the sharing system is the best one to save the ryot from the fluctuations of prices and the manipulations of the currency and exchange, it should not be adopted unless and until the Government has completed the reconstruction of villages economically and industrially and established granaries and markets all over the Presidency as a net work, together with banking facilities on multi-purpose co-operative basis in the villages so as to enable the villagers to carry on their business within their own limits and without being forced into the hands of the sowcars to borrow at prohibitive rates of rent.

On the view taken by us with regard to the fixity of the rate of land revenue at the time of the Permanent Settlement, we shall recommend to the Legislatures to proceed for the present on the basis of cash payment. If the rate of land revenue fixed permanently at the time of the Permanent Settlement is taken as the basis, that will give relief to the ryot to a very great extent. It may be that a time may come when the prices may fall below the pre-settlement level and the situation may have to be examined then afresh. But it is not likely to come up so soon. When the land revenue assessment is fixed moderately on the basis of the pre-settlement rates and further enhancements are prohibited, and the ryot's ownership to the soil also is reaffirmed, prospects of the ryot and

the country will certainly be very bright. Although money-system had been adopted from the time of the Permanent Settlement in place of the sharing system there are still some estates, such as Ramnad and parts of some other estates in the Presidency where the sharing system of 1802 is still continuing.

When the rate of land revenue payable upon the land to-day is declared to be the same as the rate that had prevailed in the year before the Permanent Settlement, the ryots who have continued under the sharing system until now may suddenly change their minds and demand conversion of the taram rate into money rate. When such a demand is made, the question arises what prices should be adopted for commutation purposes—whether the current prevailing rates or whether the rates that prevailed in the year preceding the Permanent Settlement.

We are of opinion that when the question of conversion of sharing system into money system arises, the prices that should be adopted for purposes of commutation are prices prevailing in the year preceding the Permanent Settlement, it is only on that basis that the sharing system should be changed into the money system. The rates so fixed must be declared to be permanent and unalterable rates.

EVIDENCE (SUMMARY) (SHARING SYSTEM AND COMMUTATION).

In this connexion we might give a brief summary of the evidence, oral as well as documentary, and the demands made by the landholders to enhance the rents in the north, south and west of this Presidency with a view to find out to what length they had gone in violating the Permanent Settlement of 1802.

From 1802 until now the peshkash fixed in 1802 has been collected by the Government without the least enhancement. On the other hand wherever circumstances demanded, there was a reduction of peshkash. There has been no enhancement. Similarly, if the land revenue assessment fixed permanently in 1802 had been collected from the ryots without enhancing the same from time to time, the ryot would not have become indebted to the extent to which he is to-day and he would not have been compelled to allow his land to be attached and sold to his creditors as has been done until now. It was to prevent such disaster to the ryot that the land revenue assessment was fixed permanently in 1802 with the hope that he would easily pay the modest assessment fixed then and save enough for maintaining his family and also to promote the manufactories, commerce and industry and trade of the country. To understand how all such prospects have been blasted by the periodical enhancement made by the landholder from time to time in a most heartless manner, we shall give a few glaring instances from the evidence recorded by us in this enquiry, oral as well as through documents.

KADAVUR ESTATE may be taken as a typical estate in the whole Presidency amongst those that came forward to adduce evidence before our Committee. A statement was sent to us on 23rd April 1938 by 15 village karnams of the Kadavur Estate.

It is a very important document and is printed as an appendix.

There are many important admissions in this document. It is admitted that the zamindari consisted of 16 villages and that money rent was fixed in all the 16 villages in 1803 according to classification of soil and taram. In clauses 3 and 4, the following statements are made:—

“ 3. The rates of assessment fixed in 1803 have continued up to this day without any enhancement or reduction of rent and were being collected from the ryots without any dispute.”

“ 4. In the case of certain ryots (increase in the extent of land) enhancement or reduction in rent might have taken place on the following grounds. Otherwise there has been absolutely no variation in the rates of assessment.

(a) The increase in the extent of land and increase in the rent are due to the following causes:—

(i) Granting of permanent pattas in the case of waste lands brought under cultivation in the zamin.

(ii) Adjacent unassessed lands being gradually included in the patta lands—and on the excess being detected by subsequent measurement, rent payable on it was also added.

(iii) Dry crops being raised on pasture lands paying ‘concession tax’ with the result that dry rates are levied on them.

(b) The causes for reduction in rent—

(1) Relinquishment or razinama taking place in the case of patta lands.

(2) Concession tax being granted in the case of punja lands when grass is grown on them.”

We shall quote clause 6 also, of this statement which runs as follows:—

“6. The detailed rates of assessment found in the original cadjan leaf documents submitted by the Karnam of Kaspad, Edayapatti village, have been adopted and are in force in all the villages in the zamin. The rates were originally fixed according to the classification of soil and tarams. There have been no variations. We solemnly declare that all the facts stated above are true.”

This statement, the clauses of which have been quoted above, is signed by fifteen karnams of fifteen different villages of the same estate.

Attempt was made by these fifteen karnams to set out the legal position on the question of enhancement as far as possible, but in setting facts they could not help putting in sub-clause (3) of clause (a) of paragraph 4 of the statement.

Any rent added to the old income by granting permanent pattas in the case of waste land brought under cultivation is a perfect, correct and legitimate one and that should not be considered as enhancement, if it is a fact. The second also may be a perfectly legitimate one if any unassessed land as a matter of fact had been encroached upon and the encroachment as such is proved. But it is a question of fact to be decided whether there was any adjacent unassessed land encroached upon and if it is established. But the wording of sub-clause (2) of clause (a) of paragraph 4 does not relate to unassessed adjacent land encroached upon by the ryot without the knowledge of the landholder. On the other hand it says that adjacent unassessed land that was gradually included in the patta lands, and on such excess being detected by subsequent measurements, rent payable on it was also added; surely levying of additional rent on all land that was found to be in excess by a subsequent measurement cannot be justified if the same land had been in his possession at the time of the Permanent Settlement, continued to be in his possession until it was measured by a subsequent survey and its extent in acres had been ascertained by the latest methods of survey. The standard of measures that were in existence at the time of the Permanent Settlement and even later until modern survey methods were invented and applied successfully, are so different from the standards of measures applied in the later days. Lands that were measured by the quantity of yield at the end of the year as is still done in the north and western districts and by the quantity of seed that was sown as in the southern districts, roughly estimated to be about 8 acres, might turn out to be 16 acres on measurement being taken by the latest survey appliances. This difference of 8 acres cannot be treated as excess land when the land was the same, demarcated by boundaries or otherwise and the difference came in only on account of the rough estimate at the time of the Permanent Settlement and the measurement made by a scientific method at a later stage can never be treated as an encroachment or occupation of unassessed adjacent land. All rents collected on such basis are undoubtedly enhancements and they must be cancelled.

In the next sub-clause (3) of clause (a) of paragraph 4, we find that dry crop raised on pasture land paying concessional rates were charged with dry rates. It is not easy to understand the meaning of this clause by itself as it stands. To understand what it might mean, we might refer to a document filed before us. This document is a petition filed by one Lakshmana Pillai, ryot, 16th May 1937, before the Zamindar of Kadavur, for grant of a patta. Clause (7) which seems to be part of the muchilka given by the ryot to the Zamindar of Kadavur runs as follows:—

“7. If I sink wells in my punja lands and raise garden crops thereon I shall pay garden rates, in accordance with the custom prevailing in the zamin. In return for this, if I raise grass (in a portion of my punja lands) I shall petition the samasthanam in the month of September every year ‘concession tax’ (sahaya tirva) for the same, i.e., by a deduction of one kalipanam for every kuli of pasture land. I have understood that those who do not pay garden rates in cases mentioned above are not entitled to ‘concession tax’ for their pasture lands.”

Such is the nature of the clause introduced in the pattas and muchilkas that were intended to contain the permanent unalterable rate of rent fixed at the time of the Permanent Settlement. It is the concession tax referred to in this clause in the muchilka, executed by the ryot of the Kadavur zamindari that is referred to in the statement filed by the fifteen village karnams of the Kadavur villages, declaring that the rents had remained unaltered from 1803 until now. Let us now examine and see whether there is anything of enhancement in the clause quoted above from the muchilka.

The validity of this clause was challenged by Mr. Lakshmana Pillai, in the petition presented by him for the grant of a proper patta by the zamindar. He challenged it by saying that it was an enhancement of rent because garden rates were claimed when improvements were effected by the ryot himself at his own cost and that it was contrary

to section (11) of the Rent Act VIII of 1865. He further challenged the validity of the clause in the muchilka and patta on the ground that the use of the words 'concession tax' for pasture lands was only a pretext for levying the enhanced rate. The term relating to 'concession tax' is a very peculiar one. It is a term, dependent in the first place, on the validity of levying garden rates on patta lands, when garden crops were raised. The first sentence provided that if the ryot sunk a well in his patta land and raised garden crops he would pay garden rates according to the *prevailing custom*. In the first place the validity of this demand is made dependent on the validity of a custom. If the custom is not valid, the demand for enhanced rent fell to the ground. Having made the ryot to subscribe to such a clause in the pattas and muchilikas, the landholder proceeded to get a further term in his favour, by stating that in return for the garden rate which the ryot would be paying to the landholder under the abovementioned circumstances, he would put in a petition to the samasthanam in the month of September every year for 'concession tax' whenever he raised grass on a portion of the patta land. That is by a deduction of one Kalipanam for every kuli of pasture land.

There was a further clause added to this that the ryot had understood the rule that those who did not pay garden rates in cases stated above were not entitled to concession tax for their pasture lands. This is a very extraordinary way of circumventing the rules of law.

In S.A. No. 1525 of 1892 of the High Court of Madras, it was clearly held that whatever may have been the custom, it cannot prevail against the provisions contained in section (11) of the Rent Act VIII of 1865 of Madras, which clearly implies that there is to be no enhancement of rent on account of improvements effected by the tenant. This view was upheld in I.L.R., 8 Madras, 164, and 9 Madras, 27. Section (11) of Act VIII of 1865 was bad enough for putting wrong interpretation on the clauses relating to enhancement. Even those clauses did not make any provision for claiming enhanced rates of rent whenever any well was sunk or other improvements effected by the ryot at his own cost. Knowing that there was no provision for it even in the Rent Act, the landholder very cleverly fell back upon custom. That custom was declared by the High Court to be not binding. No custom can be set up in such a case with the fraudulent intention of overriding the just rights of others.

Witness No. 213, a ryot in Sivagiri Zamindari, stated that this sort of enhancement was resorted to in many zamins in the south.

We are therefore of opinion that what is alleged to be a legitimate levy under sub-clause (2) of clause (a) of paragraph 4, of the statement filed by the 15 village karnams of Kadavur and also the dry rates that are said to have been levied on pasture lands in sub-clause (3) of clause (a) of the same paragraph of the statement are enhancements not warranted by any provision of law. On the other hand they are flagrant violations of the permanent land revenue assessment made on the land at the time of the Permanent Settlement. We cannot accept the statement of the 15 karnams of Kadavur Estate that the rates levied to-day are the self-same rates that were fixed permanently in the year preceding the Permanent Settlement. A copy of an old cadjan leaf document has been filed before us. We have got it translated. It forms part of Appendix No. XXIV relating to rates of rent in Kadavur Estate.

Having dealt with the nature of the enhancement in this estate, we shall try to ascertain the rates of rent that prevailed in the year preceding the Permanent Settlement on nanja as well as punja lands on the materials available. In this connexion, we may state that the English equivalents for Kani, Kalipanam, Varahan, panam, etc., are given in the appendix. The nature of different soils also is given in the same appendix. The rates of rent ascertained on the basis of cadjan leaf account produced before us, which relate to rates that prevailed in or about 1803 have been worked out.

FISCHER v. KUTTALAM PILLAI.

In Madura district there was a litigation between Fischer and Saugara Kuttalam Pillai of Rasinagapuram. This was a suit to enforce acceptance of a patta under section 9 of Act VIII of 1865. In this case the ryots constructed wells at their own expense in the dry lands and raised garden crops with the well water. The plaintiff relied upon a custom prevailing in the zamindari and claimed garden rates. The High Court decided that the rates could not be enhanced when improvements had been effected by the tenant. Their judgment runs as follows:—

"Whatever may have been the custom, it cannot prevail against the proviso contained in S.S. 11 of the Act VIII of 1865 which clearly implies that there is to be no enhancement of rent on account of improvements effected by the tenant."

The District Judge of Madura came to the conclusion that the ruling quoted above was not inconsistent with a custom by which the rent varied with the crops whatever may have been the means by which the crop was raised. He held that such cases must

be decided with reference to the faisal accounts. If in the faisal accounts the rates of rent are fixed upon the different classes of land, then any additional rent charged in consequence of tenants improvements is forbidden by law, and cannot be sanctioned by custom. But if the faisal accounts recognize rates of rent varying with the crop, then the rates of rent claimed by the landlord for any particular crop is if within the customary amount—still the faisal rate, not an enhancement, and ryots must pay garden rates for garden crops whether the improvements which render the cultivation of such crops possible have been affected by themselves or not. (A.S. Nos. 486–489 of 1895.)

The Assistant Collector before whom this summary suit filed by Robert Fischer against Kuttalam Pillai of Rasingapuram and was tried and decided upon was Mr. J. M. Bryant. Two issues were raised as follows :—

- (1) Do the faisal accounts of Bodinayakanur Zamindari recognize rates of rent varying according to the nature of the crops, or are the rates of rent in that zamindari fixed upon the different classes of land?
- (2) If the varying rates of rent are recognized, is the rate now claimed by the plaintiff for garden crops the customary rate?

The Assistant Collector after hearing the evidence held that even though the wells had been sunk at the expense of the tenant, all along it was perfectly open to the landholder to levy garden rates. He further held that the assessment was invariably fixed in that estate according to the crop raised, chillies and plantains for example were always charged at the rate of 12 panams whilst tobacco was fifteen panams, and relying on certain documents declared that the custom had been established on the evidence before him. He came to the conclusion that the faisal accounts of Bodinayakanur Zamindari did recognize the rates of rent varying according to the crops and that this custom had remained in force ever since. This Assistant Collector, Mr. J. E. Bryant framed the issues after referring to the decision of the High Court of Madras, in which it was expressly held that no custom could prevail against the implied rules laid down in section 11 of the Rent Recovery Act VIII of 1865, and therefore the garden crop rate collected by the landholder instead of dry crop was an enhancement and as such was not binding upon the ryot. The Assistant Collector thought that he could overrule the High Court and hold that it was legal and valid to enhance rent on garden crop on dry lands cultivated with the water from the wells sunk at the cost of the ryot himself. Such was the way in which justice was administered in courts of law where these unfortunate men had to fight the landholder. Often they would not be able to take it in appeal when they once lost it. Even if they took it in appeal, attempts will be made before the appeal is disposed off to get a compromise effected with the ryots, making them agree to the claims of the landholders. The judgment of this Assistant Collector is filed as a document before us and is printed as Appendix No.

The question relating to the right of the landholder to levy garden rates on dry lands went up to the Privy Council in Appeal No. 86 of 1916. The dispute was between the zamindar of Etyapuram and Alwar Asari and others. The zamindar claimed garden rates. The facts of the case are as follows :—

In this case the zamindar set up a long standing custom to collect theerva (rent) from the ryots according to the following rate : 8 to 10 panams per kuli (60 cents) for garden cultivation and that in the said zamindari the faisal rates have been fixed in fasli 1210 at 15 panams for garden cultivation. In support of this custom he relied on the actual payment of rent without dispute at the rate of 8 panams and the ryots repudiated the validity of the custom; and pleaded that the collection of garden rate was an enhancement. The Sub-Collector rejected the zamindar's evidence of custom. The matter went up to the High Court. Justice Subrahmanya Iyer discussed the validity of such a custom and whether or not the alleged contract to pay at the 8 panam rate was or was not NUDUMFACTUM, and remanded the case to the lower Court. The Sub-Collector and the District Judge again decided in favour of the ryots. The High Court on appeal, confirmed the decision of the lower Court. The plea of the ryots in the case was that their field in question was a punja land bearing 4 panams rate of assessment originally. But since a well had been sunk, the zamindar had been charging garden assessment at the rate of 8–10 panams per kuli or 15 panams. The Courts rightly held against the alleged custom and negatived the claim of the zamindar to levy such enhanced rates under cover of garden rates.

In another case Second Appeal No. 1525 of 1892 on the file of the High Court of Judicature, Madras, in an appeal that arose out of the decree of the Munsif of Dindigul, the High Court held that no custom could prevail against a rule of law laid down in section 11 of the Rent Recovery Act VIII of 1865 and that the levy of garden rate was an enhancement which could not be upheld.

CROPWAR RATES.

There was another kind of enhancement of rent charged against the ryots as cropwar assessment. Witness No. 150, Mr. N. Subramania Iyer, ryot of Udayarpalaiyam Zamin, stated that the absence of survey and the enforcement of the cropwar system rendered the tenants miserable, and demanded that in the interests of the zamindar as well as the tenants that the cropwar system must go. He deposed that under the cropwar system the ryot was compelled to pay rent whether the land was cultivated or not. Under this system the rent was fixed according to the crops raised on the land. He added that if the land remained uncultivated for no reason, it was entirely within the discretion, will and pleasure, of the zamindar to assess the land or not, and that the ryot would have to pay rent even if no crop was raised on the land. He added that the zamindar in such a case could levy the lowest rate, that is the horsegram rate. According to this witness, money rents were levied according to the crops and particular money rate is fixed for each crop. The rate which the zamindar fixes does not tally with the market rate. He says that it is a rate that depends absolutely upon the will of the zamindar. He referred to the thirvai chattam which the zamindar maintained and the rates were levied according to that chattam. The witness complained about the various difficulties involved in the enforcement of such arbitrary cropwar system which enables the middle men and the karnam to tamper with the records.

Another ryot, witness No. 213 of Sivagiri Zamindari also deposed on this cropwar system. He explained the meaning and effect of the cropwar system in the following terms :—

“The proper dry rates are only Re. 0-12-4; 0-15-5; and Re. 0-7-8. But if the ryot improved his dry land with the aid of wells sunk at his own expense and raised thereon plantain, brinjal and onion, three separate rates were levied, i.e., Rs. 14 for brinjals; Rs. 14 for plantain and Rs. 14 for onions, all on one acre of land. In fact one acre of land bears rent payable on 3 acres of land and that at a very high rate. The witness further added that “if a ryot raised on an acre of land plantain, brinjal and onion, he will have to pay a total assessment of Rs. 42, i.e., Rs. 14 for plantain, Rs. 14 for brinjal and Rs. 14 for onions. Such is the enormity of cropwar assessment.”

While the rates of assessment were fixed permanently on lands at the time of the Permanent Settlement without having anything to do with the nature of the crop that might be produced by the ryot, such has been the method employed for raising rents by 14 or 16 times what was settled as the permanent rate of rent. It is extraordinary that what had been condemned at the time of the Permanent Settlement as oppressive and illegal has been maintained after the Permanent Settlement on some pretext or other by the landholders, with a view to increase their income, at the cost of the cultivator. It was the land that was assessed and not the crop produced by the ryot. The object of assessing land was to leave it to the option of the ryot to produce whatever he liked for his own best advantage and also for the advantage of the Commerce and industry of his country. This rule had been embodied in rule 39 of the Instructions to the Collectors and it runs as follows :—

“39. It is to be hoped that in time the proprietary landholders, talookadars and farmers and the ryots will find it for their mutual advantage to enter into agreements in every instance for a *specific sum for a certain quantity of land leaving it to the option of the latter to cultivate whatever species of produce may appear to them likely to yield the largest profit*—and in the interim to protect them against any new taxes, under any pretence whatever, the person discovered to have imposed them will be liable to a very heavy penalty for the same—indeed we wish to direct your attention to the impositions they are already subject to, which from the number, and uncertainty we apprehend to have become intricate to adjust and a source of oppression—it would be desirable that the zamindars should revise the same in concert with the ryots and consolidate the whole into one specific sum, by which the rents would be much simplified, and much inconvenience be thereby obviated in future.”

Nothing can be clearer than the above rule to convince anybody that it was the land that was assessed permanently at the time of the Permanent Settlement and not the crops, and that the landholder has no right to maintain a cropwar system and collect rents on that basis. The difference was pointed out by witness No. 213 that while the dry rate on one acre was less than one rupee, 42 rupees were charged for three different crops raised in that one acre of land. It was on account of such rates that the ryot's indebtedness has increased and he is now a mere bankrupt.

ULKUDIES AND PORAKUDIES.

Besides the cropwar system, in the districts south of Madras, there are different kinds of ryots even amongst the resident ryots. They are called mirasidars, ulkudis, porakudies, cowledars, etc. Varying rates had been charged against these different classes according to the nature of the right they possessed in the village. Those who belonged to

the village were called *ulkudis* and they had preferential rights as against those who had come from outside to settle down in the village, known as *porakudies*. Notwithstanding the varying rates charged against these different classes of people, their right to retain their land for themselves and for their successors so long as they were paying the rate of rent was always admitted and recognized.

Referring to the different classes of ryots and the rates levied against them, the Hon'ble Mr. G. S. Forbes said in his speech on the Estates Land Bill as follows. If it is followed carefully it is easy to understand the confusion created by the different classifications and enforcements. He cleared the ground by explaining that all the different designations given to resident or non-resident ryots and the different rates levied against them, were purely a communal question—to be settled amongst the villagers themselves. In his view these differences and variations did not in any way affect the relations of the zamindar and the cultivating ryots. Referring to the intention, object and scope of the Estates Land Legislation Mr. Forbes declared that it was only a piece of adjectival law that prescribed a procedure for collecting rent and that it was never intended to divide the cultivators into two opposing classes of occupancy and non-occupancy ryots, or to take away the rights that had been already existing or create new rights. He made it perfectly clear that the Estate Land Bill included both the classes, namely, occupancy and non-occupancy ryots within its scope. It is only when this distinction is not kept before one's mind that it was found difficult to interpret the rules laid down for enhancement of rents and commutation of rates, etc., as applicable to the right class of persons. If this distinction pointed out by the Hon'ble Forbes is kept in view in reading the provisions that relate to enhancement of rents directly or indirectly, and raising of presumptions warranted or unwarranted that one can clearly see that all the rules laid down for enhancing rents in the Estates Land Act or in the Rent Recovery Act, were intended to apply only to those lands whose rates of assessment had not been fixed in perpetuity at the time of the Permanent Settlement. In support of this conclusion we would like to quote in extenso the Hon'ble Mr. Forbes's speech so far as it has a direct bearing on the question—

"In this Presidency, no distinction of occupancy and non-occupancy right was known. This statement puzzled the Government of India when Act VIII of 1865 went up for the Governor-General's sanction. The Madras Government then offered the following explanation, in response to a question put on the subject by the Government of India :—

'I am directed to state, that in this presidency, from the earliest times to which our records reach, the rights of the resident ryots of each village to retain their existing holdings or to extend them to the waste lands included in the village *Niriknama*, as evidenced by the immemorial and perfectly well-known custom of the village for the class of land concerned, have never been questioned.

These resident ryots are designated *mirasidars*, *ulkudis*, *kadimis*, etc., in the different parts of the Presidency, and attached to their position as such, are sundry rights of common and other local privileges and immunities which have been affirmed by decrees of Court . . .

Associated with them are found *porakudis* or *payakaris*, as they are often called, who, in their existing holdings, possess as good rights as do the *mirasidars*, etc., in THEIR lands, but who, as not being seized of original rights in the village, are not allowed to possess the special privileges of the more favoured class.

This inferiority of position was generally compensated by holdings at a somewhat LOWER rate of assessment, but so long as that assessment was paid, the right to retain the land and to be succeeded IN ITS ENJOYMENT BY HIS HEIR was never denied to the *porakudi* '.

"On this explanation the Viceroy assented to the Act. But it will be observed that even with regard to the *porakudi*, who was cultivating independently, it is recognized as a matter of common knowledge that even he had a heritable right of occupancy so long as he paid the assessment. Others of these *porakudis* or *payakaris* were doubtless undertenants of the ryots, but, where the *porakudi* had a separate holding, the only difference in his position was with regard to certain village privileges.

"In fact in my opinion, all this question of the resident and non-resident ryot which has brought about so much confusion and so many difficulties was, as I have already said, a purely communal question : It is a matter solely between the villagers themselves; and in no way affected the relation of the zamindar to the cultivating ryots.

"There was clearly no intention on the part of the framers of the Act, which was no more than a processual enactment, to differentiate the cultivators into occupancy and non-occupancy ryots, or to define or limit their rights. The Act was

intended to do no more than facilitate the recovery by the various class of landholders enumerated in the Act of their just dues from their ryots and tenants, and the Act includes persons who will fall under both these classes of our Bill. If up to 1865 the ryots had certain rights, there was nothing in the Act to destroy them."

We shall now refer to some typical cases of enhancement in other parts of the Presidency with special reference to the oral and documentary evidence placed before our Committee. In dealing with the evidence relating to each estate we have pointed out the nature of the enhancement made by the landholders or asserted by the landholders and denied by the ryots. Having done with the southern districts we would like to refer to a typical case in Venkatagiri estate, which was one of the old western poliams, before the Permanent Settlement. The Maharaja of Venkatagiri claimed to enforce certain special *turmeric rates* relying upon a clause inserted in the pattas and muchilikas said to have been exchanged between the landholders and the cultivators. The clause in the muchilika executed by the ryot runs as follows:—

"Once in three years the entire field should be cultivated with turmeric. Failing this, the assessment payable if turmeric is raised will be payable. That is, turmeric will be deemed to be grown every third year." Instead of this clause, the previous patta said, 'if the land is not ploughed, manured or sown with seasonable crops, but left waste, the tenant must pay the landlord () rent at the rate of the taram assessment on the adjacent land.' The portion omitted refers to land on which the rent is paid in kind, and so does not apply to the suit land."

The landholder filed a suit in court to enforce the acceptance of the patta with the clause set out above. The ryot also filed a suit to enforce the tender of a proper patta deleting this clause altogether. The Sub-Collector who heard the case held that the condition in the new patta amounted to an enhancement of rent, such as the landholder was not entitled to impose. He relied on section 11 of the Estates Land Act which provided that the ryot may use the land in his holding in any manner which does not materially impair the value of the land or render it unfit for agricultural purposes. He also referred to section 187 which laid down the rule that no contract can take away that right. Relying upon the law laid down in those two sections the Judge held that the ryot had every right to grow say, paddy as often as he liked, and that he cannot be compelled to grow turmeric, to enable the landholder to earn more money. This is not even a straight method of claiming enhanced rate of rent. It is a tortious method which is directly opposed to the rules laid down and the arrangements entered into under the Permanent Settlement and Patta Regulations of 1802. The Sub-Collector who decided this case rightly rejected the evidence of custom on which the zamindar relied, when the demand of land revenue assessment was permanently fixed it is not within the power of either the landholder or the ryot to alter it, particularly in view of the fact that it was the land revenue assessment that had been fixed permanently and not any other private rights as between the landholder and the ryot. The full judgment in this case is printed as an appendix.

Next, coming to the Circars, the typical case of vonthuvuri system that prevailed in the Pithapur estate had been referred to at length in discussing the evidence on that estate in Part II of our report. Besides these peculiar methods employed for enhancing rates of rent in the north, west and south, there were usual methods of increasing the rates of rent on various other grounds according to the circumstances, as was done in the Kannivadi estate. The Permanent Settlement rates fixed by Mr. Hurdis proved too heavy and they were altered by Mr. Peters 10 or 15 years later by adopting the reduced rates fixed in the neighbouring Government lands. Finally what was called manoraji rate was fixed after the Estates Land Act was passed, contrary to the provisions of the Estates Land Act, on the basis of a contract. While section 30 of the Estates Land Act laid down the rule that enhancement of rents could be made only on one of the four rules laid down and not on others, the landholder managed to get an agreement signed by the ryots, agreeing to pay a rate of rent that was higher than the rate fixed by Mr. Peters. Section 25 of the Estates Land Act laid down the rule that the rate of rent can be raised only under the provisions of the Estates Land Act and no such thing should be done outside the scope of the Act; the Kannivadi proprietor managed to get the enhancement of rate on the basis of a contract which was prohibited by law. This enhancement was upheld by the High Court curiously! We have pointed out in another place in discussing the Kannivadi estate that the judgment of the High Court was wrong and the enhancement was illegal.

These few typical instances given here, in this short summary can enable the Legislatures to picture to themselves about the various other methods employed in other estates to increase the rates of assessment from time to time. W

Having pointed out some of the methods employed by the landholders to violate the terms of the permanent settlement by enhancing the land revenue assessment (rent), we need not lay stress on the point that the condition of the ryot had deteriorated economically year after year.

In the year 1822, that is 20 years after the Permanent Settlement, Regulations IV and V of 1822 were passed to clear the doubts that were created by the agitation of the landholders. Forty years later when doubts were created over the permanent rights of the ryots by the judgment of Mr. Collet, B.P. No. 7743 was passed by which it was declared that the landholder had no manner of right to claim anything higher than the rate of rent fixed in the year preceding the Permanent Settlement. Apart from this, in a famous despatch sent by the Court of Directors, London, to the Government of Madras, dated 17th December 1856, it was stated as follows :—

- (1) The condition of the ryots changed for the worse rather than improved for some years after the permanent settlement for though the State had fixed for ever its own demand on the zamindars the latter could take as much as they liked from their tenants. A whole series of laws known as "Tenancy Acts" had to be passed before all the advantages of the settlement reached the ryots.
- (2) The right of the Government is not a rent which consists of all the surplus profits after paying the cost of cultivation and the profits of agricultural and the profits of agricultural stock, but a land revenue only, which ought if possible, be so little assessed as to leave a surplus to the occupier whether he in fact let the lands to others or retained it in his own hands.

Before summarising the provisions of the Estates Land Act, we might say a few words about the clauses 1-4 and the provisos to clauses 3 and 4 of section 11 of the Rent Act. It has already been pointed out that the provision made in section 11 of the Rent Act was intended to apply only to lands, the rates of land revenue assessment on which were not permanently fixed at the time of the permanent settlement. This view was supported by the fact that the procedure prescribed for collection of rent by the Act was intended to be applied not only to the landholders and their ryots, but also to ryotwari ryots and their tenants; inamdars and their tenants, because all the three were included in the definition of landholders under section (i) of the Act. It has also been pointed out that no distinction was made between occupancy and non-occupancy ryots under the Act. When the Rent Act was sent up to the Governor-General in Council for his assent he raised certain questions before giving his assent. He finally gave his assent only after the position has been explained by stating that in this Presidency no difference was made so far as the Rent Act was concerned, between occupancy and non-occupancy ryots. The object and scope of the Bill having been only to lay down processual law for collection of the revenue, the Bill was framed on such basis and passed into law on the same basis.

Landholders under the Permanent Settlement were entitled to receive from their ryots the land revenue assessment fixed in perpetuity at the time of the Permanent Settlement, without being liable to be altered either by way of enhancement or reduction. The ryotwari holders were not collecting any land revenue assessment due to the Government, but on the other hand, he was sub-leasing the land on his own terms regarding rates of rent. The same may have been the case with the inamdars who had had kudivaram rights. Provision had to be made for the benefit of the ryotwari holders and the inam holders to enable them to collect enhanced rates under contracts or local usage or custom or on grounds of survey as circumstances may demand. Clauses 1, 2 and 3 and provisos to clause 4, of section 11 of the Rent Recovery Act, which was intended to acknowledge the right of the said two classes of landholders to enhance the rents, provided for enhancement of rent for special reasons. They could not be interpreted as intended to apply to landholders under the Permanent Settlement Regulation, under which the rates of land revenue assessment were fixed unalterably. All the clauses relating to enhancements of rents under section 11 must be taken to have been intended to apply only to ryotwari holders and inamdar landholders who had possessed kudivaram rights. But in the early days wrong construction was put upon the clauses of section 11, making them applicable to permanently settled estates also. Chokkalingam Pillai's case was an example. It had been subsequently over-ruled by later decisions. This was the first view with regard to section 11 of the Rent Act and the applicability of its clauses so far as they relate to enhancements of rents to permanently settled estates.

In the alternative, even if it should be granted that they should have been intended to be applied to the permanently settled estates also, the construction that can be placed upon those clauses must be a reasonable and rational one. If the first clause relating to contracts was intended to apply to permanently settled estates also, it must have been meant to apply only to the *permanent contract* that had been entered into at the time of the Permanent Settlement. Secondly, if the local usage and custom referred to in clause (3)

should be taken to have been intended to apply to permanently settled estates also the words *local usage and custom* as they had prevailed at the time of the Permanent Settlement should be the interpretation that ought to have been given to them.

Clause (2) which relates to survey and settlement prior to 1859 must be taken to have been intended to apply to the second class of landholders only and not to the first class, because there had been no survey and settlement anywhere in the permanently settled estates before 1859. The words 'local usage and custom' referred to in clause (3) and the proviso attached to it practically embodied the substance of sections 7 and 9 of the Patta Regulation XXX of 1802 because it was in this proviso that the parties had been referred back to the waram rates of assessment permanently settled at the time of the Permanent Settlement, in case they were not satisfied. If we remember that the Rent Recovery Act laid down only processual law and did not create any new rights, no difficulty could arise at all, in regard to permanently settled estates whose land revenue assessment had been fixed in perpetuity. The confusion created by the defective draftsmanship of the language of section 11 of the Rent Recovery Act and the wrong interpretation put by the judges had been subsequently set right by the later decisions which declared the rights and liabilities of both parties correctly.

Next, We take up the provisions relating to enhancement and the presumptions raised in favour of such enhancement under the Estates Land Act. We have to follow same lines on the question of interpretation. As in the case of the Rent Act, in the Estates Land Act also, no distinction was made between occupancy and non-occupancy ryots, when the Act I of 1908 was passed into law. Two classes of ryots were brought within the meaning of ryot and the ryoti land as defined in the Estates Land Act. In other words, no distinction was made between occupancy ryots and non-occupancy ryots as in the case of the Rent Act. Non-occupancy ryots who were put on the same level with occupancy ryots for the purpose of following the same procedure for the collection of rents were the owners of the old-waste. All the clauses under which the right to levy enhanced assessment (rent) was provided for, were intended to apply only to non-occupancy ryots, such as the old-waste-ryots. That this was the original intention is clear from the provisions originally framed, viz., in section 17 of the Madras Tenancy Bill of 1898 as amended by the Select Committee. There the word *rent* was not used. On the other hand the words 'land-revenue-assessment' were used. As has already been pointed out above, all the clauses relating to enhancement enumerated therein were expressly declared to be applicable only to those lands, the rates of assessment (rent) on which, were not fixed in perpetuity.

Although section 17 was originally introduced in the original Bill of 1898 to confine the right to enhance rents only to lands on which the land revenue assessment was not fixed in perpetuity, in the Bill amended by the Select Committee, this section relating to enhancement of rents was dropped altogether and in its place section 16, clause 2 (a) which contained the provisions of section 9 of Regulation XXX of 1802 was introduced. It runs as follows:—

"In the disposal of suits involving disputes regarding rates of land revenue payable by ryots, the following rules shall be observed:—

The first rule related to estates that had been surveyed by the British Government, previous to 1st January 1859 and in which money assessment had been fixed on the fields. In such cases it was provided that the survey assessment should be considered as the proper land revenue payable."

Clause 2 (a) which embodied section 9 of Regulation XXX of 1802 runs as follows:—

"Clause (ii) in the case of all other estates, (a) the Collector shall adopt the rates of assessment in money, or of division in kind, prevailing in the cultivated lands in the year preceding the assessment of the permanent peshkash, or, in the case of estates not permanently settled, the rates which were in force immediately prior to the date on which the grant of the estate was made, confirmed or recognized."

From this it is made clear that the enhancement had no place in the Bill of 1898 as amended by the Select Committee. Having done away with the enhancement, clause section 9 of Regulation XXX of 1802 was reproduced so that in cases of dispute, the only rate of land revenue that could be fixed as fair and equitable was the one that had been fixed in the year preceding the Permanent Settlement as stated in section 9 of Regulation XXX of 1802.

The whole Bill of 1898 as amended by the Select Committee except with regard to the provisions relating to the enhancement of land revenue on the ground that improvements had been effected by the landholder at his own cost or by the Government, was made to represent approximately the position of the ryot in Patta Regulation XXX of 1802. It is thus clear that even so late as 1898 an honest attempt was made by the

Select Committee to clear the doubts created by the dubious language employed in section 11 of the Rent Recovery Act by restoring 'land revenue' in place of 'rent' and section 9 of the Patta Regulation in regard to the fixity of land revenue in perpetuity.

This Bill as amended by the Select Committee had for some reason or other receded into the background and never saw the light of the day again. About 1905 the Estates Land Bill was proposed and that was passed into law as Estates Land Act I of 1908. In other words we may put it that the Madras Tenancy Bill of 1898 as amended by the Select Committee was abandoned and a new Bill was drafted called "Estates Land Bill" and that was passed into law in 1908 as Madras Act No. I. Framers of the Madras Estates Land Bill brushed aside the Bill of 1898 as amended by the Select Committee and produced an Act which made confusion worse confounded by introducing all kinds of irrelevant and un-understandable expressions ignoring the meaning of the Permanent Settlement, fully brought into relief in the amended Bill of 1898 and creating doubts once again in the minds of the lawyers as well as the judges. When they came to the question of enhancement of rents under sections 30 to 35 of the Estates Land Act they ignored section 17 of the Madras Tenancy Bill of 1898 as introduced and framed section 30 in such a way as to make it appear that the proviso to clause (1) of section 30 was intended to apply only to a case of rise or fall in prices and not to other three clauses. If section 17 of the original Bill of 1898 had been copied en bloc, it would have been clear that no enhancement of rent or revenue could ever be made on any of the four grounds mentioned in section 30 of the Estates Land Act to lands, the revenue of which was fixed in perpetuity at the time of the Permanent Settlement. The authors of the Estates Land Act ought to have avoided altogether the enhancement provisions as had been done by the Select Committee of 1898 and simply introduced sections 9, 7 and other provisions of the Patta Regulation of 1802, making it clear that the land revenue or rent that had been fixed at the time of the Permanent Settlement in perpetuity was unalterable and could not be enhanced on any ground whatsoever. That is how the most serious blunder was made by the authors of the Madras Estates Land Act I of 1908. It is, therefore, clear that by enacting sections 30 to 35 for enhancements of rents directly and by introducing commutation of rents and presumptions with regard to fair and equitable rent under other sections, the authors of the Estates Land Act I of 1908 violated the fundamental principles of the Permanent Settlement Regulation with regard to the most important point.

This is the clearest and the strongest proof in support of the contention that none of the provisions of the Estates Land Act, so far as they relate to enhancement of rent or the raising of presumptions under the sections 27 and 25, were intended to apply to occupancy ryots. Judges have gone wrong in their interpretation in favour of the landholders; according to the evidence given before us; there were enhancements sanctioned by Courts after the passing of the Estates Land Act on the ground of a rise in prices, notwithstanding the proviso to clause (1) of section 30 of the Estates Land Act, which declared that it should not be applied to cases where the rates of assessment had been permanently fixed. All the enhancements made on the ground of a rise in prices are invalid and the decisions by which they were enhanced are wrong. Enhancements caused under cover of commutation had been dealt with in a separate chapter. On a careful examination of the facts as well as law we have come to the conclusion that enhancements on commutation and presumptions provided for in the Estates Land Act, were intended to apply only to old-estate ryoti land and not to ryoti land proper with occupancy rights. The rules laid down in sections 30-35 and 40 and 41 and also the rules relating to reduction of rent must be declared to have been intended to apply only to old waste ryoti land. When the old-waste was abolished in 1934, and the clauses relating to it were included in the private land of the landholder in the Estates Land Act Amendment Act XVIII of 1936, all the provisions relating to enhancement of rates of rent also must have been abolished immediately. The authors of the legislation of 1936 could not know apparently what had been intended by the authors of the Bill of 1908. If they had only known that the framers of the original Bill of 1898 had made the position clear by laying down in section 17 of the Madras Tenancy Bill as amended by the Select Committee, that all the clauses relating to enhancement including fluvial action, which was rather a new one had been declared expressly not to be applicable to lands whose rates of assessment had been fixed in perpetuity and if they had not lost sight of the point that the procedure laid down in the Estates Land Act was intended to be applied to both occupancy and non-occupancy ryots, as stated clearly by the Hon'ble Mr. G. S. Forbes they would have deleted all these provisions.

Let us turn to enhancements under cover of commutation of rates. In the first place it was wrong to have introduced for the first time commutation of rents in sections 40 and 41 of the Estates Land Act, when the commutation prices had broken down and brought about a world economic distress and also the economic distress of India and the people had

not yet recovered from the effects of the same. When commutation is sought for in regard to land on which the land revenue assessment had been fixed permanently, the rates that should be applied are the rates that had prevailed in the year preceding the permanent settlement and not the present market rates or the averages struck on the basis pointed out in the provisions relating to commutation. Sections 28 and 29 under which certain presumptions had been raised do not apply to cases where the land revenue assessment had been fixed permanently. The levy of premiums under section 25 of the Estates Land Act is contrary to the procedure that obtains in the ryotwari tracts. There is no justification for the levy of any premiums on the lands to which the ryot is entitled as of right at all times having been the full owner himself, the landholder being only a rent collector. What is the justification for taking a premium from the ryot for at all merely admitting him to possession in the exercise of the right of distribution given to landholder by Government. In fact the reclamation of land in preparation for cultivation involved an outlay of labour and money for which the cultivator must be given concessional rates of rent or even non-payment of rent for certain years. This was done in Akbar's time; not only in Akbar's time, even to-day, in the ryotwari tracts such progressive taxation prevails under Government where coffee, plaintain, paddy, etc., are under cultivation (see Board's Standing Orders). What is called premium within the meaning of section 25 of the Estates Land Act is as bad as enhancement, if not worse. Premiums must therefore be abolished. All the provisions of commutation of rents in kind into money rents upon the price-levels at the time of the commutation is again an abject surrender of the cultivator's rights. Just in this connexion it might be noted how, the clauses relating to enhancement that have caused havoc for a period of about 70 years happened to be introduced in the Statute Books.

There was no provision for enhancement in the Regulations XXV and XXX of 1802 because they dealt with only one class of landholders and one class of ryots. With the object of simplifying and making the position clear, the Government divided all the ryots into three classes at the time of the permanent settlement. Those who were cultivating Government lands were treated separately as ryotwari ryots and all the inamdars had been deliberately excluded from the Permanent Settlement Regulation and special Law was provided for them on the same date under Regulation XXXI of 1802. There remained only the landholders of the permanently settled estates, in whose case the rates of assessment of land revenue (rent) having been assessed permanently there was no provision made for enhancement of rents. It would have been absurd if any such attempt was made to introduce any clause for enhancement when once the rates of assessment were fixed unalterably. Naturally, therefore, the two Regulations remained intact and intended to apply to the landholders of the permanently settled estates. The Patta Regulation and the Permanent Settlement Regulation of 1802 and other connected Regulations passed on the same date, 13th July 1802, remained in force together, side by side until the Rent Recovery Act was passed in 1865. On the question of the rates of assessment the law as embodied in Regulations XXV and XXX of 1802 continued to be in force until 1865, when the patta regulation was repealed. Sections 7 and 9 of the patta regulation were embodied in clause (10) of the Rent Bill of 1863 and later the substance of it was put in section 11 of the Rent Act. For that reason the Patta Regulation was repealed. Apart from the Patta Regulation the rules relating to the fixity of the rates of assessment (rent) in perpetuity were originally embodied simultaneously in the provisions of the Permanent Settlement Regulation in pursuance of which the sanads and kabuliyats had been exchanged and the Permanent Settlement Regulation has been in force until now. Under section 14 of Regulation XXV of 1802, both the tenures were fixed in perpetuity. In the sanads and kabuliyats, conditions binding the landholders not to enhance the rents and not eject are invaluable inserted. They are therefore estopped from denying ryot's rights.

REDUCTION OF RENT.

The inequitable character of the Estates Land Act I of 1908 could be imagined by the omission to introduce a provision for reduction of rent while provisions were introduced for enhancement of rents for the benefit of the landholders. When rents were proposed to be enhanced on non-occupancy lands such as old-waste, a corresponding provision for reduction of rent ought to have been made in the ordinary course, but no such thing was done. For 26 years no attempt was made to amend the Act in that respect. In 1934 a Bill was introduced to amend the Estates Land Act by introducing a new section 39-A providing for reduction of rent. Even in the amendment made it was not a free recognition of the right of the ryot to have the rent reduced. The restriction imposed by prescribing that the reduction will be granted only when the average local prices of staple food crops in the taluk or zamindari division during the last 12 months ending with the 31st of August of that revenue year were lower by not less than 18½ per cent

than the average price on which such rent was partly or wholly based, and only then. On account of this restriction, the ryot has had no opportunity to seek for reduction of rent as freely as the landholder could do with regard to the enhancements of rent. In view of our finding that the rate had been permanently fixed at the time of the permanent settlement this section 39-A, specially introduced in 1934 should be dropped. It should be dropped also because the 'old waste' was abolished in this Act and along with it enhancement sections that were intended to apply to old waste also should have been abolished.

The object of the Estates Land Act was to enable the landholders to collect the land revenue assessment from their ryots. The ryots under this Act consisted of two classes :—

- (1) Those with occupancy rights.
- (2) Those who were the ryots of old-waste without occupancy rights.

The land revenue assessment (rent) payable by the ryot with occupancy rights had been permanently fixed at the time of the permanent settlement. The landholder is therefore entitled to recover only that permanently fixed rate of assessment and nothing more and nothing less. The landholders of the ryots who were not protected or bound by the permanent settlement (ryots of old-waste ryoti-land) were free to enter into contracts with regard to rates of assessment payable on the old-waste ryoti-land. The landholder is entitled in such cases to enhance the *rent* and eject the ryot under certain reasonable conditions. The object of the Estates Land Act was also to declare that the ryot with occupancy rights is entitled to raise any crop he liked and enjoy them at his pleasure, without being liable to pay varying assessment according to cropwari or the nature of the produce. This was recognized at the time of the permanent settlement and also subsequently as correct law notwithstanding the wrong decisions given by law courts at times. Provision was made in the Estates Land Act under sections 11 and 187 on this matter, declaring that the ryot was entitled to cultivate the land and produce whatever he liked.

Section 11 runs as follows :—

“ A ryot may use the land in his holding in any manner which does not materially impair the value of the land or render it unfit for agricultural purposes.”

Section 187 laid down the rule :

- (1) (b) : Nothing in any contract between a landholder and a ryot made before or after the passing of this Act—shall take away or limit the right of a ryot to use the land as provided by section 11; . . .

Both the provisions read together make it clear that it was the land that was assessed and not the crops and that the ryot has his freedom to pay the land revenue assessment permanently fixed and produce whatever he liked and enjoy the same without being called to account for the produce or pay a share of the increased production.

Section 24 of the Act says that the rent of a ryot shall not be enhanced except as provided by this Act. Section 30 provided the rules for enhancement of rent. The right to claim enhanced rent according to the nature of the produce on cropwar basis or otherwise is not one of the causes recognized under that section. The right to enhance the rates through contract either in the case of occupancy or non-occupancy ryots had been cancelled under the Estates Land Act. Section 17 of the Madras Tenancy Bill as amended by the Select Committee made the position absolutely clear that the enhancement of rents referred to in clauses (1—4) of section 30, of the Estates Land Act could be made only on lands the land revenue assessment of which had not been fixed in perpetuity at the time of the permanent settlement. All the provisions referred to above make it clear that even under the Estates Land Act fixity of tenure and fixity of land revenue assessment in perpetuity and the right of the ryot to produce whatever he liked and enjoy the same for the benefit of this family and the promotion of commerce and industry of his country have been recognized; in the same manner in which they had been recognized at the time of the permanent settlement and at the time of the Rent Recovery Act VIII of 1865.

The meaning of the words “ proprietary right ” used in the Permanent Settlement Regulation had been reaffirmed under section 4 of the Estates Land Act. The same meaning and interpretation put upon the words by Sir John Shore and Lord Cornwallis, the Court of Directors and the Board of Revenue and the Government of Madras, viz., that they did not convey any right to the soil, but only a right to collect the land revenue assessment has been re-affirmed and embodied under section 4 of the Estates Land Act and the interpretation had been affirmed by the Privy Council in the case reported in I.L.R., 45 Mad., 586.

CHAPTER VIII --ESTATES LAND ACT.

Pattas and muchilikas.—Having fixed the tenure and the land revenue assessment (rent) in perpetuity the next step taken was that the landholder should see that pattas and muchilikas are exchanged between himself and the ryots, in the same manner in which the sanads and kabuliyats were exchanged between the Government and the landholder. It is a condition in the kabuliyats that the tenure and the rate of assessment had been fixed for ever as between the landholder and the ryot. That clause must be embodied in the pattas and muchilikas also, in the same terms. Elaborate procedure is laid down in Chapter 4 to regulate the exchange of pattas and muchilikas. The whole of this chapter must be deleted and a few new provisions must be enacted for regulating the exchange of permanent pattas and muchilikas with permanent rates of assessment. The provisions and the procedure must be brief as those of the Permanent Settlement Regulation and Patta Regulation with regard to substantive rights and the provisions of Regulations XXVII and XXVIII with regard to adjective law, for the collection of the land revenue assessment.

JOINT PATTAS.

A mass of evidence has been adduced in almost all the centres on joint pattas and the hardships caused on account of their continuance. Immediate survey and separation has been demanded. There is no doubt that there is a great necessity to relieve innocent people from being coerced into payments. Generally those in whose names the patta was entered originally have gone out of the estates altogether, leaving the property in the hands of somebody else who had purchased it or acquired it by some other means. The real man in possession is escaping and those who had parted with their rights, title and interest and possession are proceeded against. To avoid such troubles it is an urgent necessity that the joint patta should be split up and the rightful owners' names must be entered, so that they should be the persons that should be proceeded against and not those who have no subsisting interest to-day. For this purpose, provision must be made in the new legislation that such property should be surveyed and separated immediately; the cost of these shall be borne by the landholders.

Distrain and sale.—As regards distraint and sale all the procedure laid down in the chapter under that head in the Estates Land Act must be omitted and a few provisions must be made separately to the effect that the power of distraint and sale should not be given to the landholder and the distraint and sale should not be in excess of the quantity required for the amounts due at any rate. There should be no imprisonment of the cultivator. The landholder shall have a first charge on the crops for the dues payable to him towards land revenue assessment.

Irrigation works.—It is admitted that it is the duty of the landholder to repair the irrigation works and also that his liability is not confined to the maintenance of existing works, but that it is his duty to construct new works wherever necessary to enable the cultivators to carry on the cultivation and pay the land revenue assessment which they agreed to pay. The ryot having been the original proprietor of the soil was entitled to the water sources, channels, rivers and all the waters that flow through his land, as of right. Whatever rights vested in the landholders under the Madras Irrigation Cess Act VII of 1865 or under any other provision of law, are the rights which are intended for the benefit of the ryots. The duty of maintaining the irrigation works and constructing new works as part of the national system of irrigation has been declared by the Privy Council to have fallen on the landholder in virtue of the assignment he has taken of the rights and liabilities of the Government to collect the land revenue and maintain the irrigation works in consideration of the land revenue paid. Therefore the ryot is not liable to pay increased rate of land revenue assessment that had been permanently fixed at the time of the permanent settlement, on the ground that improvements have been made to the irrigation works by the landholder or even by Government.

A long note is given in a separate chapter under the head of 'Presidency Notes' in Part II of the report based upon the materials furnished by some of the landholders who were good enough to answer the questionnaire, regarding the maintenance and upkeep of irrigation works in their estates. Out of a total of 1659 only a limited number appeared before the Committee to give evidence. Out of this only about 30 estates furnished some details. The result shown in the Presidency notes was, therefore, arrived on the details so furnished. The rent-roll at the time of the permanent settlement also was shown against the rent-roll of the present day. It has been pointed out that the amount spent by some of the best of the biggest estates during a period of 136 years is nothing when compared with the increase in the land revenue. Therefore, looking at

it either from the constitutional or legal point of view or from the point of view of fact, it is clear that this chapter relating to irrigation works is a great disappointment. The ryot has come to grief and the land has not been able to be developed because of the continued neglect by these estate-holders of the irrigation works. In a letter, dated 1st November 1878, from the Assistant Collector of Ramnad to the acting Collector of Madras a reference was made regarding the condition of the irrigation works. In clause (b) of the said letter it is stated :—

“ There is no definite system by which either the proprietor or his tenants are bound to keep the irrigation works in the state in repair, since we took up the management of the estate many works the repairs of which had been neglected for many years have been put in order and others are being taken up.”

In the extract from Mr. Turner's replies to the Famine question, it is recorded :—

No obligations, other than being sued in the civil courts for damage done, rest, so far as I know, on zamindars or other superior landholders to maintain tanks or other irrigation works, and I have now before me (Ramnad Zamindari) an instance in which the zamindars have neglected the repairs of their tanks for years until the whole country is well nigh ruined. Such a state of things must, it appears to me, be remedied. The wretched state to which the misrule of the zamindars has reduced Ramnad is something appalling.” . . .

This is not a document of to-day. It is a document of 1878, 60 years old. That was the state of affairs then, in the case of Ramnad Estate. Now the irrigation works in that estate are much improved only because the estate came under the management of the court of wards. The description given here may be freely applied with regard to many other estates.

In the evidence given before us by the Estate Collector of Vizianagaram, which is now under the management of the Court of Wards, it is deposed that the irrigation works have been (even in such a good estate as that) neglected from a very long time, and that it will take years to restore them. The complaints of the ryots from all the estates that have been represented before our Committee is that the irrigation works were neglected gains considerable support from the description given in the extract of Mr. Turner of 1878 and the evidence of the Estate Collector of Vizianagaram.

While the responsibility to maintain irrigation works in good repairs is admitted by some, most of the landholders that appeared before our Committee to give evidence had failed to give a correct information or omitted to give any reply to the questionnaire. Amongst those that did not choose to give a reply to the question on this point was the Raja of Venkatagiri. His real attitude was that he was entitled to collect revenues whether there was water in the irrigation sources or not and whether the land yielded or not. If that is the view of a prominent landholder what can be the attitude of smaller landholders can easily be understood. The Raja of Venkatagiri did not even like to admit his duty to keep the irrigation works in proper repairs or to recognize the right of the ryot to claim that he was not bound to pay the land revenue assessment when the crops failed due to lack of water in the irrigation sources. The question came up for decision in a batch of 48 suits in which the Raja was the plaintiff and some ryots the defendants. The zamindar filed a batch of 48 suits against the ryots of 3 villages. The point in issue in all the suits was the same. The suits were for arrears of rent. The defendants contention was that the landholder was not entitled to collect the rents from them for the years in dispute, because the wet crops failed. All the lands remained waste due to lack of water in the irrigation sources which the Raja was bound to maintain. On the other hand, the plaintiff, the Raja, contended that under section 4 of the Estates Land Act, he was entitled to collect the rents in respect of all ryoti land irrespective of the fact whether there was water in the irrigation sources or whether the land yielded. It was this very zamindar that raised the plea in some cases that the ryots should pay turmeric rates once in every three years, whether he produced it or not. This has already been referred to in connexion with enhancement of rents. From this alone the truth can be gathered about the allegation on the part of the landholders generally that they had been maintaining the irrigation sources incurring a heavy cost. This claim is utterly inconsistent with the plea of a landholder that he was not at all liable to maintain existing works of irrigation or to construct new works and that in law he was given the right to collect the land revenue assessment without himself discharging his part of the duty.

The Collector who heard the batch of suits found as a fact in some cases, that in one fasli the suit lands were left waste or the crops failed, owing to the admitted lack of water in the irrigation sources and not due to any neglect on the part of the defendants. Having found this as a fact, the Judge held where the land was left waste due to failure of water in the landholders' tanks and not due to the tenants' neglect, the tenants were entitled to remission.

On the question of remission, the Rajah's contention was that there was no obligation of the part of the landholder to give remission and it was merely a matter of grace and that whether the land yielded or not and whether there was water in the tanks or not, he was entitled to get his money. The case-law on the subject was discussed by the Judge and held that the ryots were entitled to remission under the circumstances found by him.

The view taken by the Judge is correct. These cases were tried in 1928, nearly ten years ago. This affords further proof about the attitude of the landholders in regard to the maintenance of irrigation works. The full judgment is printed as Exhibit 706, referred to in the evidence of witness No. 268.

The very complicate procedure laid down in the Estates Land Act for the regulation of irrigation works must be deleted and simple rules enacted, as stated in Chapter VIII of this Report.

A GENERAL SUMMARY OF THE IRRIGATION REPORT.

For the purpose of collecting information about irrigation works estates in the Presidency were called upon in a circular letter addressed by the Secretary of the Committee on 25th April 1938, issued to all landholders with an income of more than Rs. 10,000 a year, to furnish the following information at an early date:—

- (1) "The irrigation works at the time of the permanent settlement in regard to each village in your estate.
- (2) New irrigation works, if any, constructed subsequent to the permanent settlement by you in your estate and at what cost and the account in support.
- (3) Improvements effected by the estate to the old pre-settlement irrigation works by way of additional facilities, i.e., new sluices, new headworks or new channels, etc., the expenses incurred thereto and what accounts there are in support of it.
- (4) Maintenance charges of each irrigation work per year with the revenue from the ayacut thereof."

The total number of estates in the presidency is 1659. The number of estate-holders who appeared before the Committee is very limited. The number of people who replied to the questionnaire issued about the irrigation works is 53.

Out of this, eight estates have replied to the effect that there are no irrigation works at all in their respective estates and that they are either served by Government irrigation works or situated in the delta areas.

Four people requested further time to furnish the required information.

Eleven estates have sent rather incomplete information. In these eleven estates no new works were constructed nor were improvements effected to the old pre-settlement works.

Thirty estates claim new works or improvements and attempt to render some account of the new works constructed subsequent to the permanent settlement. In this number even doubtful cases are included.

We give below the name of each estate and the particulars supplied by each of the thirty landholders who claim new works or improvements to old ones in reply to the questions put by us about the sources of irrigation, old as well as new, and the cost of maintenance of old works or new constructions. Starting with Kalahasti we have dealt with thirty estates as follows:—

Number and Name.	Page.
1 Kalahasti	1 Gives no details; but claims that improvements were made and new works constructed subsequent to the Permanent Settlement. Besides these bald statements, no particulars are given.
2 Yerrampeta	2 No new works were constructed. Minor Improvements have been effected since Permanent Settlement at a total cost of Rs. 2,850 to the six tanks and one Kurividi which constitute all the irrigation works in the estate.
3 Kapileswarapuram ... (East Godavari District).	3 (He refers to his reply given No. 3 Confidential No. 74—37 G, dated 8th December 1937, and the written evidence of Chaganti Seshayya, Thanedar of Kapileswarapuram).

Number and Name.	Page.	
4. Ayakudi	3	This is a doubtful case, for Rs. 5,006-0-9 was spent on repairs within the last ten years and not on improvements or new works. This amount, therefore, can be properly assigned only to the head of maintenance charges.
5. Kannivadi	5	No new works were constructed subsequent to the permanent settlement.
Improvements		Very extensive improvements have been effected to all the works which number 27, out of which 9 are tanks. All the nine tanks were improved. An amount of Rs. 31,000 was spent on two alone for improvements.
Refer to pages 7 and 8 of the Report.		Rs. 17,558-13-4 were spent by the Midnapore Zamindari Company who originally held the estate during the period 1909 to 1920. The present holder who is a vendee from the Midnapore Zamindari Company has spent Rs. 1,27,158-7-9 for improvements. In all an amount of Rs. 1,44,717-5-1 has been expended on improvements from 1909 to 31st January 1938. The total extent of the land irrigated is 4276 acres and 19 cents. The total assessment is Rs. 20,265-8-9.
6. Seithur Improvements. Refer Pages 11, 12, 13 and 14.	11	Nothing is known about the state of things at the time of Permanent Settlement, but only from 1908. There are 31 tanks. No new works are constructed. Improvements were undertaken at a cost of 1,23,150 since 1908. Measurement books and chittas are available to support this expenditure.
7. Gampalagudem Refer to pages 17 to 36 New works and Improvements.	17	For five villages 11 tanks were in existence at the time of the permanent settlement. 11 new tanks were constructed subsequently. General improvements have been carried out at a cost of nearly a lakh of rupees, from fuslies 1299 to 1346. The present ayacut under the old 11 tanks is 1351.60 acres and under the 11 new tanks it is 675.42 acres. The income from the old ayacut is Rs. 13,156-5-3 and from the new one it is Rs. 7,156-2-2.
8. Pithapuram Refer to pages 37 to 42 Rent-roll in 1802:— Rs. 3,92,182. Present rent-roll is Rs. 8,02,721-11-3.	36	193 irrigation works were existing at the time of the permanent settlement. Improvements were effected to the existing pre-settlement works at a cost of Rs. 4,17,583-1-2. New works have been constructed since the permanent settlement at a cost of Rs. 3,61,850. The total area irrigation under all the works is 41,181 acres and the revenue realised thereon by the estate is Rs. 3,12,000.
9. Gollaprolu	142	It seems to appear that there were no works at the time of the permanent settlement. Many new works were constructed since the permanent settlement. From fusli 1303 till now Rs. 80,366-6-2 have been spent on repairs.
10. Kondur New works Improvements	145	This estate was newly purchased. It once formed part of the Zemindari of Kalahasti. Subsequently (in 1910) one tank was constructed at a cost of Rs. 3,000. After 1910, new sluices have been provided for the old tanks. Gross revenue from the ayacut is Rs. 3,138-3-6.

Number and Name.			Page.	
11. Juggampeta	...	...	146	There were 125 pre-settlement irrigation works. 224 new works were constructed since permanent settlement. <i>Improvements</i> have been effected to old works at a cost of Rs. 18,659-14-6. The income to the estate from lands served by these works is Rs. 84,573-12-2.
12. Mannarkotai	...	...	150	There were 43 irrigation works at the time of the Permanent Settlement. One of them was later on abandoned.
Rent roll in 1802	Rs. 8,680.			
Present rent	roll			<i>No new works</i> were constructed. <i>Improvements</i> between Fasli 1328 and 1346 were at a cost of Rs. 17,089. The average annual average income from the ayacut is Rs. 1,326.
Rs. 14,558-3-1.				
13. Fisher Estate	...	...	150	<i>No new works</i> were constructed. <i>Improvements</i> to old works were carried out at a cost of Rs. 2,434. The average income from the ayacut is Rs. 24,361 per year.
14. Gangole	...	...	151	Thirty irrigation works were in existence at the time of the permanent settlement. <i>No new works</i> were constructed. Very extensive improvements were made to the old. (Cost is not clearly given.)
15. Kirlampudi	...	...	154	41 tanks were in existence at the time of the Permanent Settlement. The number of tanks existing at the present time is 42. In addition to these tanks, there are 14 channels, whether they are pre or post-settlement ones is not known. Improvements have been made to a cost of Rs. 20,452-15-0.
16. Kulasekharamangalam	...	...	161	
17. T. T. Devasthanam	...	...	163	There are a very large number of tanks. Information as to whether they existed in 1802 is not available as the taluks in which there are situated were bought piece meal in subsequent years. One new tank was dug in 1230 at Sivagiri at a cost of Rs. 10,650.
			247	
18. Kottam	...	...	166	There were 147 pre-settlement works and about 179 post-settlement works. New works were constructed at a cost of Rs. 1,09,769-10-7.
New works.				
Improvements	...	...		Improvements to old works were made at a cost of Rs. 42,454-9-2. The estate is unsurveyed ; so information about the extent of the ayacut and the revenue therefrom is not given.
19. Bobbili	...	...	194	This is a very doubtful case, as the information supplied speaks of " irrigation budgets allotted and expenditure incurred " but does not specify whether it is for improvements or maintenance that the money was expended.
1. Rent roll in 1802				
Rs. 1,28,240.				
2. Present rent roll				
Rs. 6,26,895-1-11.				
20. Sivaganga	...	...	195	We cannot exactly predicate the number of works in existence at the time of the permanent settlement. But as the irrigation in the Zemindari has always mostly from tanks, it can be safely presumed that all the tanks have been in existence from time immemorial.
1. Rent roll in 1802				
Rs. 4,39,691.				
Present rent roll				
Rs. 11,37,146-13-8.				
New works	...	...		7 new works were constructed at the cost of Rs. 1,14,061.

Number and Name.			Page.	
20. Sivaganga— <i>cont.</i>				
Improvements	...	...		Improvements by way of new sluices, and weirs to old ones at a cost of Rs. 2,57,905 were effected. Total approximate income from the ayacut per year 11½ lakhs.
21. Arni	...	...	197	This estate has not been settled permanently in 1802. There are 176 tanks, 27 river channels, 13 Madugu channels and 2 Kondams. All these are old works.
New works	...	...		There are 8 new works—6 Kondams and 2 river channels have been constructed at considerable cost. Accounts supporting this are not available. Rs. 4,39,038 were spent on improvements between fasli 1326 and fasli 1347.
Improvements	...	...
22. Kasimkota	...	...	206	Six dams, a number of tanks and channels are the works in existence. It is doubtful whether they are old or new. Any way they are in improved condition.
New works	...	...		Flood banks to the Sarada River and minor hill streams have been constructed to prevent overflow and damage.
Improvements	...	...		Flood banks of the Sarada River should have costed the Estate many lakhs for the length of the flood banks is 15 miles. The maintenance of these banks during ten years from 1925 to 1935 costed the Estate Rs. 53,409-12-0. These banks benefit the wet lands which yield a gross revenue of Rs. 70,000.
23. South Vallur	...	..	209 and 252- 253	There are 43 works—tanks and channels. Whether they are old or new works is not known. But a local inquiry shows that they have been in existence from a very long time. No new works were constructed.
Improvements	...	...		Improvements were made during the time of the management by Court of Wards (that is from fasli 1318—1326) at a cost of Rs. 66,350-12-0. The total income from all these works in fasli 1346 was Rs. 19,236-10-0.
24. Chemudu	...	...	215	There are 416 old works—tanks and channels.
New works	...	...		16 new works were constructed since the permanent settlement at a cost of Rs. 15,526-4-2.
Improvements	...	...		Improvements to the extent of Rs. 47,622-0-4 were made to the old works. The income of the Estate from the ayacut lands amounts to Rs. 2,74,824-14-10.
25. Punganur	...	...	238	There are 120 Sirkar tanks in the Zemindari besides the 1,148 Dasabandham tanks. These are pre-settlement works.
New works	...	...		47 new works (tanks) were constructed since the permanent settlement at a total cost of Rs. 2,00,000.
Improvements	...	...		Improvements have been effected between 1878 and 1931 at a cost of Rs. 33,864-11-6. The average yearly income is Rs. 1,36,439-10-10.
26. Ramnad	...	...		There were pre-settlement works 1696 in number. No new works were constructed since the Permanent Settlement.
Rent roll in 1802 is Rs. 4,97,850.				Improvements were effected by the Court of Wards between faslis 1283—1299 at a cost of Rs. 8,29,110-1-8. Subsequent to fasli 1345 Rs. 4,71,971 was spent. Total area under the ayacut in fasli 1346 was 50,042.41 acres.
1. Present rent roll Rs. 13,10,175-1-7.				The total revenue was in fasli 1346 Rs. 4,66,907-14-10.

Number and name.	Page.	
27. Mandasa 	260	The number of works at the time of Permanent Settlement was 19 (Irrigation works) and one river.
New works 		The present number is 164. The total revenue is Rs. 60,916-12-11 and the area under ayacut 6,598-44 acres.
28. Pappanad 	268	There were 20 irrigation works at the time of the permanent settlement.
		No new works were constructed.
29. Kadambur Slight improvements.	141	Some minor improvements have been made, cost of which is not given.
30. Tharayur 	184	The annual income is Rs. 8,405-4-0.

Let us now examine a few cases in the light of accounts furnished by the zamindars themselves. Pithapuram, Ramnad and Sivaganga may be taken as typical cases.

According to the accounts submitted by the Pithapuram estate a sum of Rs. 3,61,850 was spent on construction of irrigation works since 1802; a sum of Rs. 4,17,582-1-2 was spent on improvements effected to the old pre-settlement irrigation works. On the whole a sum of Rs. 7,79,433-1-3 has been spent on new works and improvements during a long period of 136 years, i.e., from 1802 to 1938. The rent roll of the Pithapur estate which was Rs. 3,92,182 in 1802 has risen to the figure of Rs. 8,02,711-11-6.

In the estate of Sivaganga Rs. 1,14,061 has been spent on new works since 1802; Rs. 2,57,905 on improvements to old pre-settlement works. So during the period of 136 years from 1802 to 1938 an aggregate sum of Rs. 3,71,966 has been spent on irrigation works. The rent roll of the estate in 1802 was Rs. 4,39,691 and the present rent roll is Rs. 11,37,146-13-8.

In Ramnad Rs. 13,01,081-1-3 were spent on improvements from fasli 1283 to the present day. The rent roll of the estate at the time of permanent settlement was Rupees 4,97,350 and the present rent roll is Rs. 13,10,175-1-7.

Thus taking the estates of Pithapur, Sivaganga and Ramnad as typical cases we see that the cost-incurred by the landholder on maintenance of irrigation sources or construction of new irrigation works is so insignificant that it is not worth mentioning when compared to the increase in the rent roll of each one of the estates. On their own showing there is no justification for enhancement of the land revenue (rent) on the ground of improvements effected by them to irrigation sources. The amounts spent by them since 1802 were the amounts which the landholders were bound to do in consideration of the land revenue which the ryots agreed to pay. Therefore, either in fact or in law they are not entitled to claim enhancements on the ground that they had made any improvements at their own cost to the irrigation sources. Most of the estates that have chosen not to appear before our Committee to tender evidence may be taken as not having spent any substantial sum on the maintenance of the irrigation sources. For fuller particulars of the information given by the landholders themselves with regard to maintenance of irrigation sources the Irrigation Report which is printed separately may be looked into. Having obtained their sunnuds from the Government for an unalterable peshkash and enjoyed the benefit of the same for 138 years the landholders have failed to discharge their duty in regard to the maintenance of the existing irrigation sources and the construction of the new irrigation works. They have not only failed to discharge their duty in this direction but they engaged themselves actively on one side in repudiating the right and the title of the cultivator and on the other enhancing the rates of assessment (rent) on various grounds contrary to the agreement entered into in the sunnuds and various other documents, exhaustively dealt with elsewhere. It is no wonder then that the indebtedness of the agriculturists has increased year after year because they were compelled to borrow monies to meet the increasing demands.

It must be declared that apart from law, even on facts stated above, no improvements have been effected by landholders which entitled them to enhance rents in the manner in which they have been doing from 1802. Whatever they had done was done very unwillingly and even that was not commensurate with the heavy land revenue assessment which the ryots had agreed to pay in perpetuity at the time of the permanent settlement in consideration of the landholder spending part of it towards the maintenance and construction of works of public utility.

Forests.—The right to the soil having been found to have vested in the ryot, it follows that he is also vested with rights in the forests of the villages, and he is therefore entitled to the forest produce and all natural facilities therein. Although the right to the soil of the forest belongs to the cultivators they should not be given the right to cut off the forest and reduce it to cultivable land. If the forests are denuded the rains

will hold back and the ryots will suffer on account of famine and pestilence. It is therefore, the duty of the Government to reserve the right to control and preserve the forests while providing for the natural facilities that they had been entitled to from the beginning. There has been a great complaint that considerable oppression is caused to the ryots in carrying on forest administration.

While the rights of the ryots to natural facilities in the forests have been denied and restrictions have been imposed and money collected from them, the landholders who have no right to the soil of the forest or to the forest produce have been engaging themselves in leasing out large tracts for cultivation purposes with a view to earn money. A document has been filed before us as evidence of such conduct on the part of the landholders.

It is a memorial addressed to His Excellency the Governor of Madras by the ryots holding lands under Tambraparni system in the Tinnevely district. Their complaint was that the irrigation facilities of that system were greatly neglected. The system which irrigates 68,716 acres of double crop and 4,802 acres of single crop lands many of which bear a double crop assessment of Rs. 22-8-0 an acre, a rate unknown elsewhere in this Presidency, has been completely neglected by the landholders.

The second complaint is that the zamindar had leased out 8,000 acres of high level forest land to Messrs. Bombay-Burmah Corporation, Limited, for tea, rubber cultivation and has recently taken an advance on contract to lease an equally large and even greater extent of 10,000 acres to another set of coffee prospectors and planters for the same purpose. They apprehend that the denudation of the dense forests on the upper branches of the river would result in a diminution of water-supply in the river and the ryots would suffer great losses and consequently heavy loss of revenue to the Government. This complaint appearing in a memorial has been printed as Exhibit No. 476, in the evidence of witness No. 198.

There are too many offices in the Forest department, that have very little or practically no work at all. All such unnecessary offices must be abolished and steps taken to hand over the forest administration to the villagers in due course, after giving them sufficient training in the matter.

Survey and settlement.—As regards survey and settlement, so far as the lands on which the rates of assessment had been permanently fixed at the time of the Permanent Settlement no question of settlement can arise. Therefore, all provisions relating to settlement of rates of land revenue assessment as provided in the Estates Land Act must be deleted. Provision may be made for conducting survey.

Forum.—Those who agitate for the separation of the judicial and the executive functions, on the ground that it has been demanded for over half a century by the Congress, forget that much of the trouble of the agriculturists economically and physically and the disintegration of the corporate life of the village community which enabled them to carry on the village administration with minimum cost was due to the establishment of the British Courts, compelling the villagers to leave their villages, where they had been used to settle their disputes peacefully through village panchayats and to go to distant towns for fighting out the disputes small and big. To-day there is no work in the law-courts because the people have become so poor that they cannot even find the money to pay the stamp duty and other costs which are many times heavier than the land revenue assessment that is complained of. Therefore, courts must be re-constructed in a simple form so as to carry justice to the door of the villager as in older days, until the village panchayats become competent to manage their own affairs. Special tribunals consisting of people selected from the best of provincial revenue officers should be set up to deal with disputes relating to land and the rates of assessment. Stamp duty should be nominal for the settlement of the disputes. If the present economic distress and the poverty of the ryot continues courts will close automatically. The presiding judges may have to engage themselves only in old arrears. The disappearance of the existing judicial system will only be a question of time unless the condition of the ryot improves.

CHAPTER IX—EXCHANGE AND CURRENCY.

During the Hindu and Muhammadan periods land revenue was paid in kind. In other words, a fixed proportion of the produce was given to the Rulers for the purpose of administration and also for the repair and construction of works of public utility. During those periods there was no foreign exploitation because the rulers made India their home and there was no fear of the money being taken away from the country to other countries. After the British advent it had come under a foreign rule. The rulers were governing this country from England through their agents and servants. They had come originally for the purpose of trade and after the establishment of their rule they began exploiting the country for the development of their trade, commerce and industries and manufacturing.

Sir John Shore and Lord Cornwallis, who were the authors of the Permanent Settlement, intended to enable the people of this country to develop their agriculture, commerce and industry and trade, but at the same time to improve their own business. It was not their idea to destroy all indigenous industries and manufactories, and trade by sea and road and convert this land into a field fit exclusively for the supply of raw materials to Britain. At and before the date of the Permanent Settlement, this country might be said to be flourishing, when compared to the present state, in every respect. Their local industries had been prospering; they were making their boats, ships, etc., for coastal trade and also for trade with overseas countries. Each district and each taluk had its own industries such as carpet-making, spinning, weaving both wool and cotton, and very many other items of business. The shops all over India were full of articles manufactured in the country. The idea of Sir John Shore and Lord Cornwallis was that all these should be developed for the benefit of the country and also for promoting their own trade with this country. If that ideal had been kept up this country would have been prosperous and Britain would not have been in the precarious condition in which she is to-day. While the policy adopted in this country by the British for the Permanent Settlement were made clear thus, not one of the intentions or objects of the authors of the Permanent Settlement Regulation had been fulfilled. Every business and trade of India, every industry and art, the carpets, the ships, the ports have all become extinguished so far as the people's business and interests are concerned. In Chapter I, of this Report a graphic description given by the Circuit Committee about the oppressive taxation and the tyrannical rule of the landholders and rent-farmers, has been recorded. On account of varying land revenue demand and illegal exactions, according to the Circuit Committee's Report, the villages were reduced to mere hovels. If they were hovels then, they have become thousand times worse now. When the sharing system was abandoned and the collection of land revenue in cash was started, and the Currency policy was regulated to suit the business of British only, the agriculturists became victims of the exchange and currency policy on one side and fluctuations in price on the other. The East India Company in the beginning of their rule, maintained their accounts in Madras Presidency in Star Pagodas which were the current Indian Gold Coin. If the gold and silver coins of India had been maintained and a uniform currency policy had been sustained for Britain in this country, the economics and commerce of this country would not have been thrown into the background. In or about 1818 the East India Company changed the system of their accounting from Star Pagodas to silver rupees and by the manipulation of the exchange ratio, Britain had been benefited, at the cost of the people of this country. By raising the exchange ratio the Indian agriculturist and trader have suffered immeasurable loss. Each time the exchange ratio was increased the blow fell upon the agriculturist primarily. The ratio was increased in 1818 from 1s. 4d. to 2s. and again it was increased from 1s 4d. to 2s. in 1865 and 1920. The cultivator got only Rs. 10 instead of Rs. 15 per £, as the price of the commodities sold by him to Britain. When the exchange ratio was increased in 1927-28 from 1s. 4d. to 1s. 6d. the agriculturist has been compelled to get only Rs. 13-5-4 instead of Rs. 15 for the goods sold to Britain. Mr. Campbell and Mr. John Moor, Members of the Flower Currency Committee, wrote in their Minute of Dissent on the question of increasing the ratio as follows :—

"It effects as an unfair tax on native production while conferring a bounty on imported goods. It is not sufficient reply to this, to say that as imports are paid for by exports, the gain and loss to the community are equal. This is evident when we consider that the native producer is the class which loses while the class which gains is the consumer of imported goods. It can never be sound policy to handicap native industry while giving bounty to foreign imports and in the case of India with large foreign obligations which can only be met by surplus exports of produce, it would be a fatal course to pursue."

Currency manipulation consisted in mainly in applying artificial methods of contraction and expansion. The methods employed to destroy the Indian monetary system were the demonitization of gold coins and the introduction of an anomalous system, a parallel to which cannot be found in any part of the world. They were highly objectionable and unjust, to use gentlemanly language and some of the Englishmen condemned the currency policy in the strongest terms.

Mr. Laing, one of the exceptional Finance Members of the Government of India, referring to the currency policy and the methods employed, wrote as follows :—

"A Government to be well served and generally respected must never do a sharp, mean or illiberal act, for depend upon it, the paltry saving of to-day will come back with tenfold expense and a hundred fold discredit on the morrow."

He spoke like a prophet! As a result of the policy we see to-day not a single article of the British in the Indian Markets. The Indian Market has been sold away to Japan practically—to a country which has been condemned by every one, by every nation, for its aggressive and greedy behaviour towards her neighbour. It is this currency

policy of Britain that is mostly responsible for the fall in prices of Indian commodities. Great Britain is not likely to give up its control over the exchange and currency policy until it is compelled by force of the popular will to yield. One of the best methods to bring here to terms just now, under the new dispensation is by regulating production, distribution and sale, principally within the limits of the Provincial Governments and next by regulating interprovincial trade through barter system. We recommend accordingly to the Legislatures to organize their trade and business on the method suggested above.

CHAPTER X—CASE LAW.

The case law on the rights and liabilities of the landholders and ryots is discussed in Chapter X. The result of the case law coupled with all other factors discussed in the Report is that both the land revenue assessment and the tenure were fixed in perpetuity and that the landholder is not entitled to enhance the land revenue assessment, or eject the ryot under any circumstances. The landholder is not given the right even to possession of ryoti-land, as declared by the Privy Council in 45 Madras 586. The only land to which he is entitled to possession is his private land, under section 4 of the Estates Land Act; he having been described as a collector of land revenue and nothing else. All the confusion and the clouds that have been created over the right, title and interest of the ryot permanently fixed at the time of the Permanent Settlement are mostly due to the wrong interpretation of law by law-courts. With the best of the intentions, the East India Company on the advice of Lord Wellesly and Lord Cornwallis established law-courts believing that by making the land revenue assessment unalterable and permanent the disputes would be very few and they would be settled very soon. They did not foresee that these very institutions would become the cause of the ruin of the people on account of the prohibitive cost of litigation and delays in the administration of justice. We would recommend to the Legislatures to overhaul the judicial system completely to the extent to which the power is in their hands and transfer the right to settle village disputes to the village panchayats, which will ascertain the truth and give justice immediately, with minimum cost.

CHAPTER XI—INAMS.

This matter relating to inams is discussed in Chapter XI of the Report. The history and law by which inams had been governed is given in the said chapter. The subject relating to inams was described by the late Sir V. Krishnaswami Ayyar and other prominent men, in the discussion on the Estates Land Bill in the Madras Council as a very difficult subject, to the origin of which no one could easily go. We do not share that view. We shall try to give a summary of the Chapter in a few sentences, here.

The object and scope of the Permanent Settlement Regulation was to exclude all inams from the assets of the estate that formed the basis of calculation of the land revenue assessment. Having separated them a special Regulation, XXXI of 1802 was passed on the same date 13th July 1802 to regulate the conduct of the excluded inams. Regulations XXXI of 1802 was in force until it was repealed in 1869. Regulation IV of 1831, Act XXXI of 1836, extending the scope of Regulation XXXI of 1802 and Regulation VI of 1831 were passed specially with regard to inams. Finally Act XXIII of 1871 was passed by the Government of India parts of which have been repealed later.

Along with these Regulations, Inam Acts IV of 1862, IV of 1866 and VIII of 1869 were also passed.

INCLUDED INAMS.

These were the special laws that were enacted to regulate the excluded inams. Therefore the excluded inams cannot be mixed up with the permanently settled estates on any ground. For the reasons stated above, it must be declared in clear terms in the coming legislation that excluded inams cannot be included in the definition of estates as was wrongly held sometimes before this. If excluded inams cannot come within the definition of an estate as defined in the Estates Land Act, what are the inams to which the definition of estate in the Estates Land Act I of 1908 and the later amending Acts can apply? It can apply only to such inams as may have been included in the assets by any special agreements between the landholder and the Government in which the Government surrendered its reversionary rights to the landholder. There have not been many cases of this kind. In the long history there may be a few cases in which such special agreements may have been entered into between the Government and the old poligars or zamindars for some special reasons.

POST-SETTLEMENT INAMS.

Then we have to consider post-settlement inams which have been treated as valid grants by mistake. Under sections 4 and 12 of the Permanent Settlement Regulation all such post-settlement inams have been declared to be invalid. It has also been so declared at the time of the inam settlement. The reason is plain. No zamindar or landholder is

entitled to a freehold right admittedly in the estate land. He is only a collector of land revenue. He may have entered into written agreements through sanads and kabuliyats to act according to the conditions laid down there. If the landholder does not pay the peshkash, the Government proceeds against his proprietary interest, attaches and sells it and realizes the money. Therefore, proprietary estate to which the landholder is entitled is subject to a first charge of the Government for the peshkash and he is not free to alienate the land by grant of inams or by other gifts. This is prohibited under section 12 of Regulation XXV. Whenever any such grant is made by the landholder the Government is entitled to resume it the moment it comes to their notice. If the Government does not resume, what is the nature of the interest the grantee of such post-settlement inams is entitled to? The nature of the interest will be only an interest that will enure during the lifetime of the grantor. There is no question of occupancy right arising in such grants; admittedly because there is a ryot already in occupation of the land. All that the grantee gets is only the melwaram interest of the landholder in all cases of post-settlement inams. For these reasons post-settlement inams are invalid in the first place, and if the Government does not resume, the grantee is entitled to hold the inam only during the lifetime of the grantor. Beyond that there is no interest created in the grantee. In many cases in the law courts, from the lowest to the highest, decisions had been passed on the assumption that such post-settlement inams and other inams hold good. It is a wrong view taken by the courts because their attention was not drawn to the restriction put on such alienations by section 12 of Regulation XXV of 1802. In the new Act it must be clearly stated that excluded inams are outside the scope of the Permanent Settlement Regulation and all grants based on such Regulation that may come within the meaning of an estate are only those that were included in the assets of the estate at the time of the permanent settlement. A declaration to the effect that post-settlement inams are invalid and the Government is entitled to resume them the moment they come within their notice must also be made. Such is the brief summary of the inams; the details of which have been given in full in Chapter XI.

AGENCY TRACTS.

The Agency tracts of Ganjam, Vizagapatam and Godavari had to be dealt with exhaustively as a separate chapter because under the Government of India Act they are called partially excluded areas for administrative purposes. Although the same district officers are in charge of these areas, they are doing it in a different capacity as the Agents to the Governor and not as Collectors who is subordinate to the Government that is elected by the people. There was a time when these Agency tracts were considered uninhabitable on account of malaria and no one ever dared to go and settle down there from the plains; but during the last 50 or 60 years or even more, they have been visited by traders and others who had gone over there for purposes of business and some of them finally settle down. By the opening up of communications and the establishment of courts and forest and revenue offices all over they have become easily accessible and much of the trade and prosperity was due to the cheapness of the produce of the forest and jungles of these Agency tracts. Most of the soil has been virgin soil, the original inhabitants having been used to what has been known as podu cultivation. If the rules observed by the ancestors of the present hill-tribes have been strictly followed, there would have been no danger of denudation of forests, which is frequently pointed out by some who are opposed to podu cultivation. Owing to the restrictions imposed on the original inhabitants and the illegal exactions made from them by the officers as well as visitors, they have become so much frightened that they would be tempted whenever they get opportunity to cut off forests on a large scale. The land is theirs just as it belongs to the ryots or the original inhabitants in the plains. They are entitled to full freedom to enjoy the lands to their entire satisfaction without prejudice to the land revenue which they have to pay to the Government or their agents, zamindars or muttadars. The revenue collections of the estates in the Agency tracts have been made by zamindars or landholders. The history of the Rampa Estate given in Part II of the Report shows that the rent collections were made by some zamindars and their descendants until they became extinct and the estate passed into the hands of the muttadars who were in the position of rent-farmers, landholders or zamindars in the plains. To-day practically all over the partially excluded areas, the rent collection is made by muttadars to whom sanads have been granted by the Government. As they are not permanently settled estates the sanads granted to the muttadars are somewhat similar to the sanads granted to zamindars by the East India Company before the Permanent Settlement. The muttadars stand in the same position as the landholders on the plains. In other words, they are also collectors of revenue. Their administration is described by the hill-men who have given evidence before our Committee as very oppressive and their tenures are most uncertain. Evidence of such witnesses is found at pages 17, 31, 33, 60, 63, 64, 80, 81, 107, 133,

135, 136, 138, 193 of Part I of oral evidence volume. There was no survey or settlement. The population is too small for the area, the particulars of which have been given in Part II of the Report. Each ryot is supposed to hold as much as he can manage. It does not seem to have been measured even by the ancient rod measurement or rope measurement. Large tracts are within the zamindari limits of Vizianagram, Madgole, Jeypore, Parlakimedi and some others in Ganjam and Vizagapatam districts and similarly within the limits of several zamindars including the Maharaja of Pithapuram in the East Godavari district. Some of the witnesses examined on behalf of the ryots gave a graphic description of their sufferings at the hands of the landholders even with reference to the exercise of their primeordial rights. All this was due to the fact that those zamindars and muttadars have been led to believe that they are the proprietors of the soil and that they could deal with their ryots in any way they like. Hill-men have deposed that the officers who had been going there or even other visitors had been compelling them to do service without remuneration and that illegal exactions had been made at every turn, if they make any attempt to take forest produce into the plains for putting them in the market and getting money in return. Many valuable products are produced in the forest. The prices are nominal. Fruit trees grow like forests and yield lakhs and millions of fruits the cost of which is trifling. Batavian, oranges, kamala oranges sell very cheap there. Batavian oranges sold in the Madras market at one anna or one anna six pies, or even two annas, can be purchased for quarter of an anna at the foot of the hills, in the interior, they may cost even less. Tamarind grows on a very large scale. For want of communications all the commodities get rotten. Arrangements must be made to open up communications immediately. The Agency on the side of Madgole is yet to be connected with the Agency in the upper reaches of the Godavari river. It has a great potential value, along with the Agency in Vizagapatam and Ganjam—perhaps even better. The Land Alienation Act is supposed to be in force in this tract, but the provisions of it have not been enforced strictly because permission had been given freely for mortgaging and selling the land to the people of the plains. The cultivators complain of their indebtedness on account of the exorbitant rate of interest.

FINDINGS AND RECOMMENDATIONS.

We have discussed the evidence oral and documentary adduced on both sides, on the various questions which have been put in, under ten groups as stated by us at pages 2 and 3, at the beginning of this Report. We shall now record our findings and recommendations on each group.

GROUP I consists of question (1) only :

- (a) Who, in your opinion, is the proprietor of the soil? Is it the zamindar or the tenant?
- (b) What is the nature of the interest which the tenant has in the land as distinguished from that of the landholder?

On a consideration of the evidence and other facts and law, we find that, the ryot is the proprietor of the soil and the zamindar has no right to it, not even to possession of it, because he is only a collector of revenue, within the meaning of section 4, of the Estates Land Act and under common law of the land. The Privy Council also held that he was only a collector of the revenue within the meaning of section 4, and that he is not entitled even to possession of ryoti land. The only land to which he could claim possession and ownership is private land. This interpretation put upon section 4 is correct and is consistent with what had been declared by the Permanent Settlement Regulation of 1802 and after.

Our finding on clause (b) is as follows :—

The nature of the interest which the ryot has in his ryoti land is a freehold right to the soil as in the case of ryotwari ryots, subject to the payment of land revenue (rent) to the landholder as the agent of the Government. His interest in the soil extends to the right to own it, sell it or even give it away to another, subject to the liability to pay land tax, fixed permanently at the time of the Permanent Settlement. His interest is not derived from the landholder under a lease or a contract. He holds the land in his own right and deals with it as is own in the same manner in which his ancestors had enjoyed it before.

Having found on both the parts of the question in favour of the ryot, we recommend to the Legislatures to introduce a new Land Revenue Bill, for permanently settled estates, declaring that the ryot is the owner of the soil and that he is

entitled to hold and enjoy full rights of ownership subject to one condition, viz., that he is liable to pay the land revenue (rent) and also subject to all the conditions and terms entered into between himself and his landholder at the time of the Permanent Settlement.

GROUP II covers questions 2 and 3. The second question deals with the question of fair and equitable rent :

(a) What is a fair and equitable rent?

We have discussed the evidence, law and constitutional position at great length and our finding on this is that the (rents) land revenue assessment that had been fixed permanently and unalterably in the year preceding the Permanent Settlement is the fair and equitable rent which the ryot is bound to pay. At the time of the Permanent Settlement the authors of the Regulations made the mistake of using the word 'rent' for the land revenue assessment payable by the ryot to the landholder. On fact and law it has been conclusively proved that what was assessed permanently and unalterably at the time of the Permanent Settlement was the land revenue assessment and nothing else. Before fixing the land revenue assessment, the first step taken was to fix the proportion of the produce payable by the ryot to the Government. It is no doubt true that in some estates the Government proceeded on the half-gross-produce basis, but this should not be taken as a universal rule applied to all the estates that were permanently settled. The assessment varied in various estates in proportion to the loyalty owed by the landholder to the Government. During the Hindu period, there was a time when the ryot was called upon to pay only one-tenth of the gross produce. Later it became one-sixth. During the Muhammadan period for some time it was half and later it was reduced to one-third. During the British period it varied from time to time before it was permanently settled. It was to put an end to such variations and fluctuations that Government decided to fix a moderate assessment. There is nothing like a fixed proportion for all the estates. The moderation of assessment was dependant upon the landholders' loyalty to the ruler. Udayarpalayam is a typical case for this purpose. The peshkash fixed was only six hundred and odd rupees. This, we believe is the lowest. In the western poliams of Venkatagiri, Kalahasti, Karvetnagar, etc., which were of a feudal character, the peshkash was fixed not on the assets basis. But it was based on the military and feudal tenure of those poliams.

In recording evidence and also in regard to our findings we have taken particular care to see that the Permanent Settlement scheme is not violated in any single respect. In the evidence recorded by us some of the ryots demanded that the proportion should be fixed at one-sixth while some others demanded some other proportion. There were others who requested that they might be put at least on the level of the neighbouring Government rates. This was said in ignorance of their rights declared and admitted at the time of the Permanent Settlement. Owing to the distance of time, they did not know that the land revenue assessment (rent) had been fixed permanently. On the other hand, they believed that they were liable to pay enhanced rates of assessment. Therefore, the demand for the adoption of the neighbouring Government rates was not made with full consciousness of their rights and liabilities. It was demanded almost in a spirit of despair because they believed that no redress was forthcoming from any quarter in spite of their agitation. We should not therefore take the proposal made by them in the course of their evidence as a considered or a correct one.

Having fixed a moderate assessment for each estate as it pleased the Government, the next step taken by them was to declare that, that moderately fixed land revenue was fixed for ever unalterably. We hold that the rates of land revenue that had been fixed permanently in the year preceding the Permanent Settlement do constitute fair and equitable land revenue assessment (rent) to-day. We recommended that a declaration be made in the new legislation that the rate of land revenue fixed in the year previous to the Permanent Settlement, if they have been fixed in money, constitutes fair and equitable rate of land assessment. If otherwise, and if the rates were made payable in kind, then, the rates of rent shall be determined by taking the whole of the amount that was realized towards Government revenue in the year previous to the Permanent Settlement and dividing it by the area in which it was received, which gives the rate of rent per acre.

The recommendations that we make to the Legislatures are as follows :—

- (1) The Estates Land Act must be repealed as a whole because the changes that we propose are fundamental and it will be impossible to make any amendment to the Act as it is. In its place a new Bill entitled the Madras Estates Land Revenue Bill on the lines shown in the Tenancy Bill of 1898 as amended by the Select Committee should be introduced.

- (2) The word 'rent' as used in the Madras Estates Land Act should be removed and in its place the words 'land revenue' should be substituted.
- (3) The substance of sections 9 and 7 of the Patta Regulation should be embodied in the Act, in the place of sections 30-35 of the Estates Land Act, dealing with enhancement of rents.

We recommend to the Legislatures that a declaration should be made in the new legislation that the rates of land revenue fixed in the year previous to the Permanent Settlement constitute fair and equitable rates of land assessment.

Next, we recommend that for ascertaining the rates of assessment of the year preceding the Permanent Settlement more than one method might be adopted—

1. In all the estates in which assets were taken as the basis of calculation for Permanent Settlement, conversion rates might be ascertained as we have done in the case of Bobbili, Pithapuram, Vizianagram, Karvetnagar, Ramnad and some others if it is difficult to ascertain the actual rates. Conversion rate can be ascertained only when survey had been done in the estate subsequently, and the survey acreage is ascertainable. The method of working is shown elsewhere. The conversion rate would be arrived at by ascertaining the survey acreage and dividing the same by the customary measure applied at or before the Permanent Settlement.
2. Where the assets did not form the basis of the Permanent Settlement, as in the case of Havelly lands, which were formed into estates only at the time of the Permanent Settlement, out of Crown lands and sold in public auction rates may be ascertained on the basis of the rates of Government lands, as they prevailed at the time of the Settlement. This is a simple process because all the Havelly Estates were Crown lands before they were carved into estates and sold subject to the conditions given in the sale proclamations.
3. A third method is to attempt to get the rates at the time of the Permanent Settlement from the records of the estates wherever they are available. Such rates were furnished recently by the Collectors of the Districts of Ramnad, Andepatti and Marungipuram.
4. Lastly, they may be ascertained by adopting the last alternative method shown below :—

The method of ascertaining the rates realized by the melwaramdars in respect of both nanja and punja lands in cases in which such rates as they obtained before the Permanent Settlement are not available, seems to be to ascertain by actual experiment or by enquiry whenever it can be relied upon, the yield per acre on the different kinds of the land and to deduce the value of the melwaram according to the prevailing customs where money rates are not in vogue, and to estimate the value of that share in terms of rupees with the reference to the prices obtaining in the period immediately prior to the Permanent Settlement. The amount so arrived at will represent the value of the melwaram. The application of this method will involve the following processes :—

- (1) The selection of representative tracts in some typical villages of each taluk,
- (2) survey of such tracts by the scientific method;
- (3) ascertainment either by actual experiment or by enquiry where it can be relied upon, of the yield per acre of each such tract;
- (4) ascertainment of the melwaram or circar share of the produce with reference to the customary dittum or tenures prevailing in the estate; and
- (5) valuation of this share with reference to the prices that obtained before the introduction of the Permanent Settlement.

As for obvious reasons, every zamindary is being administered much better than at any other time either before or after the permanent settlement the present yield cannot by any means be lower than what was realized before the permanent settlement. Rates deduced in the manner above described on the basis of this yield cannot but be higher than those at any previous period and consequently cannot but be considered as favourable from the view point of the zamindar's interest and can therefore, as submitted above, be considered as a rational basis for ascertaining the maximum rent the zamindar could at any time have realized, having regard to the principles on which the permanent settlement was concluded.

With regard to the third, there are some estates where such particulars could be readily obtained from the accounts maintained by some of the ablest officers who were in charge of the Permanent Settlement. Those accounts can be obtained from the landholders' books.

The last mentioned process is the simplest and seems to be the most scientific method when all the rest fail.

Clause (b) of question 2, deals with the considerations that should be taken into account in fixing the fair and equitable *rent*. No other considerations need be taken into account in fixing the fair and equitable rate of assessment. The question of improvement made by the landholder or by the Government, or the increase in the productive powers by fluvial action or rise in prices do not at all touch the point. Just as the peshkash was fixed permanently in 1802 and has been paid without any change until now, the rates of land revenue assessment payable to the landholder must also have been treated as a fixed one. It must be noted in this connexion that by enhancing the rates of assessment the Permanent Settlement arrangement had been broken up by the landholder each time an enhancement was made. If it were a case of a lease or contract between the landholder and the ryot as in the case of non-occupancy holdings the landholder would have been free to increase his *rent* and deal with the tenant according to the terms of the agreement. But here, there was no lease or contract between the landholder and the ryot at the time of the Permanent Settlement or at any time. The cultivator did not derive any title from the landholder. The arrangement was between the ryot and the Government, that the land revenue assessment payable by the ryot was to be permanently and unalterably fixed. After it was so fixed the Government assigned its right to collect that amount to the landholder. The undertaking given by the landholder to the Government in the sanads and kabuliyats was to the effect that he would collect the land revenue assessment as fixed permanently at that time and nothing more. If he had violated that condition by enhancing the rents, it was a violation of the Permanent Settlement, and also the undertaking given by him not to enhance rents and not any breach of contract as between the landholder and the ryot. There has never been any contract or any lease or any agreement as between the landholder and the ryot.

Clause (c) of question 2 relates to remission of *rent*. Our finding is that the ryot is entitled to claim remission as of right, when for no fault of his own, the land could not be cultivated and it did not yield anything. There must be a statutory declaration that the ryot is entitled to remission when the land does not yield any produce for causes beyond his control.

Under clause (d), we have to decide whether we should ourselves settle the rates or shares of *rent* once for all, by working out the figures of each estate or whether we should merely enunciate and determine the principle and leave it to officers to work it out? It will certainly be an impossible task for a Committee like ours to work out the figures for each estate. We hold that we should enunciate the principles and leave it to the Legislatures to appoint a Commission to settle the rates of land revenue assessment of each estate, after proper investigation into the different methods suggested by us or such other methods as may be found more suitable by the Commission.

Next, clause (e) of question 2: No reserve powers can be taken by the Provincial Governments in regard to the land revenue assessment that had been fixed unalterably at the time of the Permanent Settlement. The clause refers to the reservation of powers hitherto conceded, for the collection of the land revenue assessment to the landholder. A revision should take place in the procedure adopted in the matter of distraint and sale. We hold that the power of distraint and sale should not be given to the landholder. At any rate only so much as would suffice to meet the demand of the landholder should be distrained and sold. There should be no imprisonment of the ryot. The landholder shall have a first charge on the crops and the procedure that obtains for the realization of peshkash may be also prescribed for the collection of the balance of the revenue that the landholder is entitled to. The procedure must be a very simple and the cost nominal.

On group II, our recommendation is that the rates of land revenue assessment fixed permanently in the year previous to the Permanent Settlement should be taken as the fair and equitable rate of assessment and that permanent pattas with rates of land revenue fixed permanently at the pre-settlement rates should be given to the ryot by the landholder for the whole of the land, and the said pattas and muchilikas should serve as muniments of title between the landholder and the ryot.

After issuing permanent pattas for such lands, for those brought into cultivation later, provision may be made for the issue of fresh pattas with unalterable rate of assessment, as new waste lands are being brought under cultivation. Provision must be made for the appointment of a special settlement officer or commission to fix the rates of assessment, with instructions to work out the rates as has been done by us for the Estates of Vizianagram, Puthapuram, Bobbili, Ramnad, Karvetnagar, and a few others as shown before.

As regards collection of such a land revenue assessment, we have no doubt that the amount will be paid by the ryots without any delay or trouble because the rate of assessment permanently fixed will really be a modest one within the reach of all the ryots and they will never try to avoid payment by putting forth false excuses, when they realize that they are the real owners of the land they cultivate. When once the rates of assessment are permanently fixed there will be no litigation between the landholder and the ryot. Everything would be stable and a real beginning can be made for the progress and prosperity of the country as contemplated by Sir John Shore and Lord Cornwallis.

We have given our findings and proposals on the important questions, two and three, which constitute group II. We now suggest a scheme of legislation. The preamble might state, the state of affairs before the Permanent Settlement; what was the object and scope of the Permanent Settlement legislation and how the land revenue assessment that had been fixed permanently and unalterably had been violated by frequent enhancements made by the landholders and how doubts were created about the right, title and interest of the ryots and the responsibilities of the landholders by judicial interpretations and misleading legislations; how we have come upon the real position to-day after the ryots had been practically ruined during a long period of nearly 138 years on account of illegal and unlawful exactions; how we have come upon the truth about the Permanent Settlement and how it has been given effect to only partially so far as the peshkash portion was concerned and how it has become necessary to declare that the fair and equitable rate of rent that is payable by the ryot to the landholder and that ought to have been collected from 1802 until now is the rate of assessment that had been fixed unalterably in the year preceding the Permanent Settlement.

It must be made clear in the Preamble of the Act itself that the "Madras Estates Land Revenue Bill" is applicable only to the permanently settled estates and the landholders and cultivators covered by them and not to other classes like ryotwari holders, inamdars or any other person who does not come within the definition of 'landholders' in the new Act and who should have recourse only to the ordinary municipal courts.

After stating all the facts set out above, in the form of recitals in the preamble, legislation on the lines of those adopted in the Permanent Settlement Regulation and Patta Regulation may be enacted. Substantive rules might be enacted in the shape of sections not exceeding say 50 in number. The procedure for collection may be provided for on the lines of Regulation XXVIII of 1802, to regulate the demand, balance and collection. The same principles and substantive rules as those of the Permanent Settlement Regulation may be put in the form of sections of the new Bill. A separate Regulation corresponding to Regulation XXVIII of 1802 and the rules concerning execution proceedings laid down in that Regulation may be adopted in a form to suit the present conditions.

The next question relates to GROUP III, which deals with questions 4 and 8, concerning water-supply, water-sources, irrigation facilities, etc. Question 4 consists of clauses (a) and (b) and question 8 of three clauses (a), (b) and (c).

The right of the ryots to water-supply and water-sources as a national system of irrigation which the landholder is bound to maintain, must be defined in the sections of the new Act. Madras Irrigation Cess Act VII of 1865 must be revised or repealed and the provisions of the said Act should be embodied in the New Madras Estates Land Revenue Bill. Our findings on the rights of the ryots and the duties of the landholders have already been given with reasons. Clause (a) of question 4 is as follows:—

- 4 (a). Are the rights of the tenants to water-supply inherent as being appurtenant to the land or are they a matter of contract between them and the landholders?

The right to water-supply and water-sources is an inherent right as part of the ownership of the soil. They are not rights derived from the landholder under any contract or agreement. The ryot holds and enjoys it in his own right as the owner of the soil. He gets nothing through a contract or agreement from the landholder either in regard to the payment of land revenue assessment or in regard to water-supply. It is on this basis sections should be framed declaring the substantive rights and the responsibilities of the parties.

Clause (b) of the question is as follows :—

- 4 (b). Has the landholder a superior right, in the water-sources in the estate, and, if so, what is the nature and extent of the right?

He possesses no superior right. If he owns any private property in the estate he enjoys equal rights and privileges with other villagers.

Question 8 runs as follows :—

8. (a) What according to you are the principles to guide the courts to arrive at a suitable scheme for the purpose of maintaining irrigation sources and works?
- (b) Do you think that any rights should be vested in the Provincial Governments to undertake the repairs or maintenance of irrigation works, where the landholder fails to take necessary and proper steps?
- (c) Do you think that such powers should be vested in the Government to be applied *suo moto* or on application by parties?

The existing chapter of the Estates Land Act on this subject and all the confusing and complicate rules laid down must be omitted altogether. A few simple rules declaring the duties and the responsibilities of the landholders to maintain the water-sources should be laid down and if they fail to carry out their part of the duty, power should be reserved to the Government to carry out the repairs in the shortest possible time at their own cost and recover the same from the landholders as part of the land revenue (*pesh-kash*). Legislation be made creating an irrigation fund for each irrigation work in an estate constituted by the landholder at per cent of the revenue derived by him from the ayacut under the said irrigation work and the Provincial Government be given power to execute the necessary repairs to the said irrigation work from out of the said fund. An irrigation fund might be started, if conditions permit, from out of the land revenue assessment for carrying on the maintenance of old works and the construction of new ones. In what we have stated above we have given the answer to clause (b) also.

With regard to clause (c), we are of opinion that the Government should be vested with powers to undertake the repairs or maintenance of old works or to construct new ones where the landholder fails to discharge his responsibility, *suo moto*.

GROUP IV relates to question 5 only :

- 5 (a). Do you think that all the estates should be surveyed and a record of rights maintained compulsorily?

We consider that compulsory survey might be adopted provided the cost would not become unbearable.

With regard to clause (b) the cost of survey should be borne partly by the landholder and partly by the Government. No burden should be put on the ryot in the matter of survey. This must be made clear in the new legislation.

GROUP VI, deals with question 6 :

- “ 6. Can the landholder demand any levies—customary or otherwise from the ryots in addition to *rent*? ”

All unlawful collections have practically been abolished, in the statute books. But they had other un-knowable and un-seeable forms which cause great oppression. In the whole evidence recorded by us only one zamindar admitted that he had been levying an illegal levy. We have no doubt that such illegal collections are going on even now all over. Sufficient provision should be made with penalties for the prevention of such exactions.

GROUP VI, deals with question 7 :

7. (a) What are the rights of tenants with regard to the utilization of local natural facilities such as grazing of cattle, collection of green manure or wood for agricultural implements?
- (b) Have the tenants any inherent right to use them for their domestic and agricultural purposes free of cost?
- (c) What are the respective rights with regard to the public paths, communal lands and hills and forests and porambokes as between the tenants and the landholders?

OUR finding on this after consideration of all the recorded evidence and the complaints heard from the various individuals and also associations, is as follows:—

- (a) When the land itself belongs to the ryots and when the landholder is only a collector of revenue it must be declared that the ryot is entitled to enjoy all the natural facilities including grazing of cattle, collection of green manure or wood for agricultural purposes. It is an inherent right, and a right which they have been enjoying from time immemorial and not one newly acquired.

As regards clause (c) they have undisputed rights over all the public paths, hills and forest porambokes—not a right derived from the landholder, but one which they and their ancestors had been enjoying. Their rights are all historic matters.

WE consider that the lands set apart for and serving communal purposes such as village sites, public paths, cattle-stands, burning and burial grounds, tanks, channels, etc., vest in the public and the zamindar has no present or reversionary right or title thereto. WE recommend accordingly that a declaration be made to that effect and legislative provision made to protect the interest of the public in respect of them and further recommend that in the compulsory survey recommended above, such lands should be determined and proper records made therefor. Clause (8) of section 4 of the Draft Bill be accordingly amended.

An order, dated 1884, on Mr. Farmer's paper on "proprietary porambokes," sets out the true position.

Paragraph 2 runs as follows:—

"In September 1882, the Government had before them the introductory part and a portion of the appendix of this paper, and a perusal thereof led them to think that Mr. Farmer's paper, when completed, would establish the theory which he propounded, viz., that purampok was not alienated to zamindars and is a property of Government subject to the communal rights of the ryot. The Government accordingly in G.O. No. 983, dated 14th September 1882, gave sanction to his being retained on this special duty from the 17th idem, on which date the two months time previously allowed—expired, to the end of November, in view to its completion; and the term of his employment thereon was afterwards successively extended to 17th May 1883. The paper, now submitted by Mr. Farmer in a more complete form, exhibits at considerable length the results of his researches into the correspondence relating to the permanent settlement generally and to the plan actually adopted in introducing it into the Chingleput district."

Paragraph 4.—"PURAMBOX" (more correctly purambokku) is a Tamil compound word, which means literally excluded places or outside tracts. In the restricted sense in which the term is more generally used, it only comprises lands set apart for public purposes such as village-sites, tanks, channels, roads, cattle-stands, burning and burial grounds; in a wider sense, it includes hills, jungles, salt-marshes, sand-ridges and other tracts originally classed as unculturable. It is in this wider sense that Mr. Farmer deals with the purampok in proprietary estates under the designation of 'proprietary purampok' he calls the lands falling within the restricted sense of the term Permanent common, and the rest, i.e., those normally classed as uncultivable, Temporary common. The latter is by far the more importance as the lands therein comprised are to a certain extent found to be culturable . . .

Paragraph 5.—"Mr. Farmer says that the instructions under which the Permanent Settlement was introduced in this Presidency required that waste tracts (presumably those only which were classed as unculturable) should be reserved; that they were accordingly reserved; but that the European Officers of Government, yielding to the machinations of their corrupt dubashes and native officials, have accepted the theory that they all belong to proprietary holders."

There is no question about the right of the ryot to poramboks, hills and forests and forest produce, etc. This right must also be declared in unambiguous terms in the new Act.

GROUP VII relates to jamabandi. If the rates of assessment (rent) are declared to be unalterably fixed and are so enforced, there would be no need for a jamabandi at all.

GROUP VIII deals with question 10 relating to under-tenants. We have stated already in detail the causes for not dealing with the rights and liabilities of under-tenants and their superior holders. A clause may be added in the Act explaining why the cases of under-tenants have not been taken up in this enquiry. Although we have put a question and invited evidence, very little has come up on record. The material is not enough to deal with the question, having regard to the magnitude of the subject. A separate enquiry will have to be held independently, which by itself involves considerable labour and investigation. We have, therefore, decided not to make any attempt to decide this question which also dates from 1802.

GROUP IX deals with forum. All the complicate procedure laid down the Estates Land Act with regard to the adjudication of disputes must be repealed, and courts must be established providing minimum cost and speedy disposal. A few sections may be enacted on the recommendations made under this head in a separate chapter of this report.

GROUP X, which is the last, deals with clauses (a) and (b) of question (12) :—

12. (a) What are the reliefs and remedies to which the zamindar is entitled in respect of unauthorized occupation of lands by the ryots?

(b) Does the law in regard to collection by landholder of jodi, poruppu, kattubadi from inamdars require any revision?

Such unauthorized cultivation does not create an occupancy right in favour of the cultivator who occupies the land without authority. He will be subject to the liabilities defined in sections 154 and 155 of the Draft Bill. There should be no penalties or premiums levied on persons who are supposed to have occupied lands unauthorizedly.

As regards the collection of jodi, poruppu, kattubadi by landholders from inamdars, sufficient rules shall be enacted.

Our recommendations with regard to the partially excluded areas are as follows :—

(1) The Agency tracts of Ganjam and Vizagapatam, most of the area which is reached in these days by bus and other communications up to Chintapalle on the Narasapatam side and Anantagiri and Arkku on the side of Waltair, and the undeveloped portion of Madgole may all be included in the plains now. Similarly, in the East Godavari district, Bhadrachalam, Polavaram, Chodavaram and Ellavaram taluks may be included in the plains. The only taluk which may not be included is Nugur and the area beyond Chintalapalle in Vizagapatam district.

(2) As a preparatory step, economic survey of the whole area might be made and the land cleared by the inhabitants might be set apart, reserving the balance for purpose of colonization.

The educated unemployed as well as the uneducated unemployed in the neighbourhood will certainly be ready to go and settle down there, notwithstanding the fear of malaria. Fifty or sixty years ago towns like Rajahmundry and Vizagapatam were as malarial, if not worse, as some of the worst places like Nugur and north of Chintapalle now are. If economic survey is made and communications are opened up, malaria would vanish in no time and many economic problems would be easily solved and all the rich products of the tracts will find free access to the markets.

(3) After economic survey, when the lands are assigned, a condition shall be introduced that they should not be alienated to others and the law should be strictly enforced. Perhaps the same condition might be imposed with regard to others also that might settle down there under a colonization scheme, temporarily or permanently as the circumstances may demand.

The changes that are now proposed by us are not newly conceived by us on the question of fair and equitable land revenue assessment (rent). Even our proposal that the land revenue assessment that was fixed permanently at the time of the permanent settlement, i.e., in the year preceding the permanent settlement is a fair and equitable rent that should be levied from the ryot by the landholder now and in future is not a new one. The Madras Tenancy Bill of 1898 made an honest effort to declare both the rights of the ryots and the landholder. It was in that Bill that for the first time a proposal was made to drop the word 'rent' and substitute in its place the words "land revenue."

It was further provided in that Bill that in case of dispute about the rates of assessment the law courts should decide adopting the rate that had been fixed permanently in the year preceding the permanent settlement as the standard. What we are recommending to-day through this report to the Legislatures on the important question of fair and equitable rent had been proposed in the Madras Land Tenancy Bill of 1898. If that Bill had been passed into law, then the ryot and the country generally would have been saved from so much oppression and rack-renting which has ultimately resulted in enhancing agricultural indebtedness from 45 crores to 200 crores in 43 years. The Economic Enquiry Committee in their report estimated the agricultural indebtedness of the Presidency at 45 crores in 1895, i.e., two years before the Madras Land Tenancy Bill was drafted. If the Bill had been passed into law immediately the rates of land revenue assessment would have been fixed permanently at the rate prevailing in the year preceding the permanent settlement and peace would have been established forty years back, if not from 1802 itself. We, therefore, submit to the Legislatures that what we are proposing to-day on the question of fair and equitable rent is not a revolutionary proposal, but an effort to simply copy what was proposed in the Bill of 1898 and what has been insisted upon as the only correct basis by the Madras Government and the Board of Revenue right from 1802. Most of the other proposals had been made and dropped after the passing of the Madras Estates Land Act I of 1908. The mover of the Bill in his lucid speech made every one believe that the measure would be a straight and simple one declaring that the rates of land revenue assessment and tenure had been fixed unalterably at the time of the permanent settlement and that the word 'rent' was a misnomer for 'land revenue' or 'shist.' The word 'shist' is used in ryotwari areas for "land revenue," but no one knew that by the time the Bill emerged into law two or three years later, it would become such a perplexing and ununderstandable Statute, even for the best of the lawyers, making every provision a subject of controversy which could be ultimately settled only in a court of law. Within one year of the passing of the Madras Estates Land Act, some defects came to light and an amending Act—Madras Act IV of 1909—was passed. Since then various other defects were discovered by the Board of Revenue and courts of law. In 1913, the Government took up the subject of amending the Act and introduced a Bill in the Legislative Council. In 1914, four other private amending Bills were introduced. An enquiry was ordered and most of the persons interested in the subject were consulted, but before the Bills could be passed into law, the Great War broke out and their further consideration had to be postponed. After the War was over, the subject was again taken up and had been continuously under the consideration of the Government. In 1922 and in 1924 very big committees were appointed to consider amendments to the Act. A Bill drafted by a sub-committee of one of the main committees was presented to the Government in 1928 and the Bill that was framed in 1934 as passed into Madras Act XVIII of 1934 was based upon the Bill prepared by the Government in 1928. It was thus clear that the Bill of 1924 had to wait for ten or twelve years to become law. It was during the course of the second reading of the Bill in the Legislative Council that the late Diwan Bahadur B. Muniswami Nayudu moved several amendments as a representative of the zamin ryots. Most of the amendments were accepted by the Government. It was then that the chapters relating to irrigation works and recovery of rents were substantially amended. It was then that old waste was eliminated from the scheme of the Act and provision was made for ascertainment of rights of individuals in permanent and for the acquisition of land for communal purposes. It was then that commutation was made compulsory if desired by the ryots. Such were the changes effected by the Madras Act XVIII of 1934. In 1935, Mr. M. G. Patnaik introduced a Bill providing for the grant of remission on account of reduction in prices below a certain level. This was passed into law as Madras Act VI of 1936. The Board of Revenue was at that time examining the question of amending Chapter XI of the Estates Land Act, relating to the preparation of record of rights and settlement of rents. The observations of the Board on this question are instructive. They are as follows:—

“ Though the Board has confined its remarks to the points specially raised by the High Court, it desires to submit that Chapter XI needs a thorough overhauling and that in effecting such overhauling there are more fundamental issues of substantive rights and procedure requiring examination. If the Government accept this view, the Board is prepared to undertake a detailed examination of the chapter as a whole and submit the amendments which it considers necessary.”

It was about this time that Bill No. II of 1936 was introduced for amending the Estates Land Act in regard to inams, minor inams, etc. That Bill became Estates Land Act XVIII of 1936.

The Government accepted the Board's proposal when the Board submitted its report. The amendments were carried through while the Board stated that Chapter XI which related to the preparation of the record of rights and settlement of rents require a thorough overhauling one should have expected them to declare what the Board of 1863 had done by issuing B.P. No. 7743 on the wrong judgment delivered by Judge Collett on the question of fair and equitable rent. If they had looked into B.P. No. 7743 of 1864, they would not have proposed to overhaul Chapter XI in such a complicated manner, missing the central point. All the provisions enacted for ascertaining the rates of rent would have been avoided. That was the opportunity for the Board to follow up the decision of the Board of 1863. What is the good of blaming the Board when the courts of law have been responsible for all the confusion caused on account of the interpretation which they put upon the provisions of the Acts. The judges thought that their duty ended in administering the law as provided in the statutes. Lawyers did the same. It is no wonder that the Board followed the same course.

Next, so recently as in April 1937, the question of making provision for the grant of seasonal remissions or suspension of rents to tenants in estates as in ryotwari tracts was considered, but it was dropped because the then Revenue Minister held that an amendment of the Act was necessary and that it could not be done without invoking the help of the legislatures. In the same month the question whether the Collectors could be asked to take the responsibility to carry on the irrigation works *suo motu* was also discussed and ultimately dropped. The question of establishing rent courts for settling fair rents payable by the ryots in estates also was discussed and dropped. It was during that period that the Interim Ministry appointed a land revenue committee presided over by Sir Norman Marjoribanks and the report also was placed on record. That also could not be passed because it required legislation. In the said report the Committee recommended the cancellation of all the resettlement enhancements made after 1914. This could not be passed into law either. The Interim Ministry were anxious to anticipate the Congress Ministry and introduced the reforms or a substantial part of them to show that under the changed constitution they could become bold enough to take extreme steps but it was a Ministry which had no legislatures to back up because Congress leaders refused to accept office with their huge majorities until certain demands were conceded by the British.

Such in brief had been the career of the Madras Estates Land Legislation between 1898 and 1937.

The recommendations that WE are making are not new in any respect. WE have merely copied them, enbloc from all the authorities quoted above, starting from Sir John Shore and Lord Cornwallis. There is nothing revolutionary. It is a bare piece of justice denied to the ryots for 138 years for one reason or other.

WE offer our thanks to all those who have co-operated with us, whole-heartedly; our Secretariat, the Board of Revenue, the Survey department, who prepared the graphs with very short notice, the Government Press and the Special Honorary Officers, who were of great help in working out the conversion rates.

There were talks of compromise, but no definite proposals had been placed by the landholders or the ryots in any form. Moreover, the Committee having been called upon to enquire and report, their primary duty has been to submit the Report on the questions referred to them; and they are of opinion that it is not within their province to enter into negotiations with anybody, for compromise.

Mr. Mahoob Ali Baig, one of the Members of the Committee, raised the point for discussion that the neighbouring Government rates might be adopted as fair and equitable rates while admitting that the land-revenue assessment had been fixed unalterably at the time of the Permanent Settlement. This question, to what extent the ryots could be bound down to what some of them stated in their evidence—that they might be put at least on a level with the ryots in the Government lands, has been dealt with in the Report. With regard to Inams a separate legislation may be undertaken by the Government, so far as they do not come under the proposed legislation dealing with the relations of the tenant and the *Inamdar*.

THE DRAFT BILL.

On the basis of the recommendations made by us in this Report, WE present here a draft Bill. It is substantially a copy of the Madras Tenancy Bill of 1898, as amended by the Select Committee, with some important additions and omissions, so as to bring the draft Bill into conformity with the findings of our Report. It is extraordinary that the Bill of 1898 (as amended by the Select Committee) should have been dropped altogether and the Estates Land Act I of 1908 should have been passed, ten years later, in the form in which it had been finally enacted.

THE MADRAS ESTATES LAND-REVENUE BILL, 1938.

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M.T.B.=Madras Tenancy Bill (1898) (as amended by the
Select Committee).

STATEMENT OF OBJECTS AND REASONS.

It is well known to the zamindars, mirasdars, ryots and cultivators of land in the territories subject to the Provincial Government of the people of the Presidency of Madras, that from the earliest until the date of the Permanent Settlement Regulation XXV of 1802 the public assessment of land-revenue had never been fixed; and according to the practice of the Muhammadan and Hindu Governments the assessment of land-revenue had fluctuated without any fixed principles for the determination of the amount and without any security to the zamindars or ryots for the continuance of a moderate land-tax; that, on the contrary, frequent enquiries had been instituted by the Ruling Power, whether Hindu or Muhammadan, for the purpose of augmenting the assessment of the land-revenue; that it had been customary to regulate such augmentations by the inquiries and opinions of the local officers appointed by the Ruling Power for the time being; and that, in the attainment of an increased revenue on such foundations, it had been usual for the Government on the one hand to deprive the zamindars and to appoint persons on its own behalf, to the management of the zamindaris, thereby reserving to the Ruling Power the implied right and the actual exercise of the proprietary possession of all lands whatever on one side, while on the other the fixity of tenure and the fixity of rates of assessment of land-revenue which the ryot had been entitled to, were denied by the landholders to the ryots and the ryots had been subjected in their turn to periodical augmentation of the assessment of land-revenue by the landholders. It was obvious to the said zamindars, mirasdars, ryots and cultivators of land that such a mode of administration had been injurious to the prosperity of the country by obstructing the progress of agriculture and wealth and destructive of the comforts of individual persons by diminishing the security of personal freedom and of private property. Therefore, the British Government had resolved to remove from its administration so fruitful a source of uncertainty and disquietude, to grant to the zamindars and other landholders, their heirs and successors, a permanent melvaram right in the land in all time to come, on one side, and to declare a permanent right to the soil in their land in all time to come to the ryots, and also to fix a moderate assessment of public revenue on such lands permanently and unalterably so that the amount so fixed at the time of the Permanent Settlement should never be liable to be increased under any circumstances. To give effect to the said resolution it was considered advisable that the then existing indefinite mode of levying the land-revenue assessment by dividing the produce of the ryot and of counting the customary ready money revenue should be abolished; and after so abolishing it, the Permanent Settlement Regulation XXV, the Patta Regulation XXX, the Karnams' Regulation XXIX and Regulation XXXI—all of the same date—of 13th July 1802 had been passed fixing the tenure of the ryots and the land-revenue assessment payable by them

on the lands in perpetuity so that the ryots may have the benefit and protection of the permanent arrangements entered into with their landholders and the Government. After so fixing the tenure as well as the rates of land-revenue assessment unalterably it had been provided that, in case of disputes that may arise notwithstanding the fixity of tenure and the fixity of the rates of assessment in perpetuity, the courts of law should determine the rates of assessment by adopting only the rates prevailing in the cultivated lands in the year preceding the assessment of the permanent land-revenue of such lands; or, where such rates might not be ascertainable, according to the rates established for lands of the same description and quality as those respecting which the dispute may arise. But according to a wrong interpretation put upon the provisions of the Permanent Settlement Regulation and the Patta Regulation of 1802, the right of the ryot to enjoy fixity of tenure and fixity of land-revenue assessment permanently had been repudiated by the landholders and some of the foreign judges, who were not familiar with the common law of the land and who had imported the rule of English Law of "landlord and tenant" into the law of Indian land tenures in the early days of the British rule. But in the later decisions given by some

cases were obliged to surrender their rights in favour of their creditors having been unable to pay the unbearable land-revenue assessment and also the illegal exactions on the part of the officials and the landholders. For the reasons stated above, the Provincial Government of Madras have resolved to declare the permanent right of the ryot to the soil of the land and also to declare that the moderate assessment of public land-revenue fixed on lands at the time of the Permanent Settlement was fixed in perpetuity. The unalterable character of the rates of the land-revenue assessment fixed at the Permanent Settlement had been declared before the Permanent Settlement in (i) the Instructions given to the Collectors, (ii) the State Documents, (iii) the Despatches of the Court of Directors, (iv) the Fifth Report, (v) the Sale Proclamations of Havelly lands and (vi) the Correspondence of Sir John Shore and Lord Cornwallis. The same interpretation was put on the Regulations of 1802 after they were passed into Law, until 1863 and sections 7 and 9 of the Patta Regulations were embodied bodily in the Rent Bill of 1863, and the Madras Tenancy Bill of 1898 as amended by the Select Committee. The right to enhance the (rent) land-revenue fixed at the Permanent Settlement was also repudiated by the Board of Revenue in B.P. No. 7743 of 1864 and by the Hon'ble Mr. Forbes in his speech on the Estates Land Bill of 1905. Relying upon such unimpeachable authorities, the Provincial Government of Madras have now resolved to pass this new law declaring that the land-revenue assessment (rent) fixed at the time of the Permanent Settlement was fixed in perpetuity and that it is unalterable like the peshkash and that the ryot is the owner of the soil.

**A BILL TO DECLARE AND AMEND THE LAW
RELATING TO THE HOLDING OF LAND IN
THE PRESIDENCY OF MADRAS.**

CHAPTER I.

PRELIMINARY.

Preamble.

WHEREAS the indefinite, uncertain and oppressive method of increasing the land-revenue assessment (rent) payable by the ryots to the landholders on behalf of the Government and the varying rates of peshkash, payable by the landholders to Government and the uncertain tenure of both the ryot and the landholder in the land, as they had prevailed before the Permanent Settlement had been abolished, and in their place the rates of land-revenue assessment payable by the ryot to the landholder, and the peshkash payable by the landholder to Government, and the right of the ryot to the soil had been declared and fixed permanently and unalterably by the Permanent Settlement Regulation XXV, the Patta Regulation XXX, the Karnam's Regulation XXIX and Regulations XXVII and XXVIII of 1802, primarily with the object of fixing the peshkash in perpetuity; but WHEREAS, notwithstanding such unequivocal declaration and recognition of the rights of the ryot both in regard to tenure and

rates of land-revenue assessment, the landholder had been repudiating the rights of the ryots from time to time, contrary to the express provision of law and succeeded sometimes in getting wrong decisions from courts of law and thus interrupted, though temporarily, the rights of the ryots; and WHEREAS in section XI of the Rent Recovery Act of 1865, clause 10 of the Rent Recovery Bill of 1863, which recognized the fixity of tenure and fixity of land-revenue assessment in perpetuity, had been omitted and clauses (i) to (iv) had been substituted, so as to recognize the right of the ryotwari ryots to demand enhanced rates from their tenants and by thus mixing up of the two classes of landholders, opportunity was afforded for wrong judicial interpretation; and WHEREAS similar mistake had been committed in the Estates Land Act, by bringing the occupancy ryots, and the old-waste ryots under one definition of " ryot " and framing in a dubious form sections 30-35, 40, 41, and 27, 28, etc., that should have been declared applicable only to old-waste ryots; and WHEREAS on that account the land-revenue assessment that had been fixed unalterably at the time of the Permanent Settlement had been enhanced from time to time, either under cover of law or under cover of contract since the date of the Permanent Settlement and irreparable loss had been sustained by the ryots on account of such unlawful and unjust enhancement; and WHEREAS great confusion had been created from the date of the Permanent Settlement by the use of the word " rent " instead of the words " land-revenue " which had been fixed unalterably at the time of the Permanent Settlement and, the Madras Tenancy Bill of 1898, as amended by the Select Committee, which omitted the word " rent " and substituted the words " land-revenue " in its place, and, also the Madras Estates Land Bill of 1905 which substituted the word " shist " for the word " rent ", were for some reason or other, dropped altogether in the Madras Estates Land Acts; the Government have found it necessary to drop the word " rent " and substitute the words " land-revenue " as used in the Madras Tenancy Bill of 1898 as amended by the Select Committee, and also adopt most of the provisions of the Madras Tenancy Bill as amended by the Select Committee and the essential provisions of the Permanent Settlement Regulation XXV, the Patta Regulation XXX, and the Regulations XXVII and XXVIII of 1802, for framing this draft Bill; the Government have resolved to restore the rights of the ryots, which had been denied to them in practice for a very long time; and WHEREAS on account of the illegal enhancements of the land-revenue the agricultural indebtedness of the Presidency which was at 45 crores in 1895, had mounted up to nearly 200 crores by now, both in the Government and in the zamindari areas, and the economic condition of the ryot has come to a great crisis;

The Government of Madras have resolved to enact this Bill, entitled the " Madras Estates Land Revenue Bill ", for declaring the right of the ryot to the soil and the melvaram right of the zamindar and the unalterable character of the land-revenue assessment

that had been fixed in perpetuity at the time of the Permanent Settlement, in or about 1802, as payable to the landholder and also for making provision for the enforcement of the rights and liabilities of the ryots as well as the landholders on that basis.

New. 1. This Act may be called the “ Madras Estates Land-Revenue Act.” Short title.

It shall come into force on the day of Local extent.

M.T.B. 1. And it shall extend to the whole of the Presidency of Madras outside the limits of the Presidency Town, except the district of Malabar and the portion of the Nilgiri district known as the South-East Wynad. But the Provincial Government may by notification declare that from a date to be specified in such notification, all or any of the provisions of this Act shall be extended to all or any of such excepted areas or any portion thereof.

New. 2. The Madras Estates Land Act I of 1908, IV of 1909 and the Madras Acts VIII of 1934, I, VI, XIII and XVIII of 1936 are hereby repealed. Repeal.

M.T.B. 3. 3. In this Act, unless there is something repugnant in the subject or context— Definitions.

(1) “ Estate ” means— “ Estate.”

(a) any permanently-settled estate whether a zamindari, jaghir, mittah or palaiyam;

(b) any portion of such permanently-settled estate which has been separately registered in the office of the Collector;

(c) any unsettled palaiyam or jaghir;

(d) any inam or shrotriyam village of part of a village of which the grant was made or confirmed, or has been recognized, by the British Government:

New. Provided the same had been included in the assets of the estate at the time of the Permanent Settlement and provided also that excluded inams or post-settlement inams shall not come within the definition of estate.

Modified. (2) “ Village ” means any local area situated in, or constituting, an estate, which is designated as a village in the revenue accounts and for which the revenue accounts are separately maintained by one or more karnams, or which is now recognized by the Provincial Government as a village or may hereafter be declared by the Provincial Government, for the purposes of this Act, to be a village. “ Village.”

(3) “ Landholder ” means a person holding an estate and every other assignee of public land revenue; and includes every assignee, lessee, mortgagee with possession; and every purchaser of the interest of; and every farmer of land-revenue payable to any such person. It also includes managers of estates of disqualified landholders, and public officers in possession of estates as stake-holders or holding land in attachment for arrears of revenue or under the orders of a Civil Court. “ Land holder.”

M.T.B. *Explanation.*—Where there is a dispute as to the right to hold an estate, or as to who, among joint holders of an estate, is entitled

to proceed as landholder under this Act, the landholder shall, for the purpose of this Act, be the person in whose name the estate is for the time being registered in the office of the Collector of the district wherein the estate is so situated; and where an estate is so registered in the names of two or more persons as joint holders thereof, the landholder shall, for the purposes of this Act, be the person who is recognized by the other joint holders as the managing holder of the estate or who, in case of dispute, is recognized and registered by the Collector as senior joint holder.

“ Ryot.”

- (4) “ Ryot ” means a person who occupies land on condition of paying to a landholder in kind or in money the land-revenue which is legally due upon it:

Provided that no person shall be deemed to be a “ ryot ” by reason only of his occupying a house or other building on the land appurtenant thereto.

“ Land-revenue.”

- (5) The land-revenue payable by a ryot to a landholder means the rates of land-revenue assessment fixed in perpetuity at the Permanent Settlement on the land, and includes:—

- (a) money payable on account of the use and enjoyment of trees held independently of land;
- (b) money payable on account of the use and enjoyment of water supplied for cultivation of land, whether the charge for such water has not been consolidated with the land-revenue payable for the land;
- (c) any cesses, fees or charges payable along with the land-revenue of land or trees according to law or usage having the force of law;
- (d) money recoverable in respect of land, trees or water, under any other enactment for the time being in force as if it was rent; and
- (e) any other sum or sums which a ryot is bound to pay under this Act on account of his occupation of the land.

Explanation.—The payment to be made by a farmer of land revenue to a landholder or by an under-tenant to a ryot are not “ land-revenue.”

“ Landlord.”

- (6) “ Landlord ” means a person under whom a tenant holds land, e.g., a landholder with regard to private land.

“ Tenant.”

- (7) “ Tenant ” means a person who holds land from a landlord under an agreement to pay rent in respect thereof, e.g., he who cultivates private lands of landholders.

“ Rent.”

- (8) “ Rent ” means whatever is lawfully payable or deliverable in money or in kind under an agreement between a landlord and a tenant in respect of the use or occupation of land for the

purpose of agriculture, horticulture or grazing, by the tenant from the landlord, e.g., the amount payable by a tenant to a ryot or by a tenant of private land of the landholder.

- (9) "Public cultivable land" means land on which land-revenue is payable. ^{"Public cultivable land."}
- (10) "Holding" means a specific parcel or specific parcels of land held by a ryot. ^{"Holding."}
- (11) "Revenue field" means a field, a survey field, or any parcel of land on which a definite amount in kind or in money, has been paid, or may be due, or which in case of dispute, may be declared by a Collector to be a revenue field. ^{"Revenue field."}
- (12) "Definite amount" means the rates fixed in perpetuity in the year preceding the Permanent Settlement. ^{"Definite amount."}
- (13) "Signed" includes stamped, when the name of the person signing is affixed by a stamp. ^{"Signed."}
- (14) "Prescribed" means prescribed from time to time by the Provincial Government by notification in the official Gazette. ^{"Prescribed."}
- (15) "Revenue year" means the year ending on the 30th June. ^{"Revenue year."}
- (16) "Collector" means a Revenue Divisional Officer and includes any person appointed by the Provincial Government, whether by name or in virtue of his office, to exercise any of the functions of a Collector under this Act. ^{"Collector."}
- (17) "Commissioner" means a person who is appointed as a member of the Board for revenue cases to exercise appellate and revisional jurisdiction in all revenue cases that come under this Act. ^{"Commissioner."}
- (18) "The Board for Revenue cases" is a tribunal appointed by the Provincial Government, to exercise appellate and revisional jurisdiction in all revenue cases and dispose of the same finally. ^{"Board for Revenue cases."}
- "Bought-in lands" of the ryots are those purchased by zamindars or other landholders in auction or other sale-proceedings held in execution of decrees, for arrears of land-revenue when there were no other bidders to offer a higher bid. ^{"Bought-in lands."}

Explanation.—They do not constitute the private lands of the zamindar or the landholder. They retain the original character and when they are again let to ryots, occupancy right will automatically vest in such ryots as soon as they are admitted.

CHAPTER II.

GENERAL RIGHTS IN RESPECT OF LAND.

4. (1) Subject to the provisions of this Act, a landholder is entitled to collect land-revenue on all public cultivable land in the occupation of a ryot. ^{General rights.}

New.

(2) The land, the buildings upon it and its products shall be regarded as the security of the land-revenue payable by a ryot to a landholder, and it shall be a first charge upon all the properties.

(3) Notwithstanding anything contained in this Act, or Regulation now in force, a ryot possesses in respect of all lands, entered in his patta as against the landholder's proprietary right to the soil subject only to the payment of land-revenue.

(4) Any improvement effected by a ryot shall belong to him absolutely, and it shall not render him liable to pay, directly or indirectly, an enhanced rate of land-revenue on account of any increase of production, or of any increase in the value of any crops raised as a consequence of such improvement.

“Improvement” means anything done by a ryot in his holding which is calculated to increase its value or to enhance its fertility.

(5) Until the contrary is shown, the following shall be presumed to be improvements within the meaning of sub-section (4)—

(a) the construction of wells, tanks, water channels and other works for the supply, storage or distribution of water for the purpose of agriculture or for the use of men and cattle employed in agriculture;

(b) the levelling and ridging of land to fit it for irrigation;

(c) the drainage, reclamation from rivers, or other waters or protection from floods or from erosion or other damage by water, of land used for agricultural purposes, or of waste land which is culturable;

(d) the reclamation, clearance, enclosure or permanent improvement of land for agricultural purposes;

(e) the repair, renewal or reconstruction of any of the foregoing works, or alterations therein or additions thereto;

(f) the erection of a suitable dwelling house or houses for the ryot and the members of his family residing with him, together with all necessary out-offices and agricultural buildings;

(g) the plantation of trees and useful plants; and

(h) any addition to the fertility of the holding or any part thereof, effected by means of good tillage, high manuring, or the application of any fertilizing agent.

(6) An occupancy ryot may not be evicted from his holding or any part thereof, for non-payment of the land-revenue except under the provisions of this Act.

(7) When a landholder assigns waste land for cultivation he shall do so at the fixed or customary rate of land-revenue, i.e., the rate fixed at the time of the Permanent Settlement on cultivated lands.

(8) Lands set apart for communal purposes and lands that have been serving communal purposes such as village sites, public paths, cattle stands, burning and burial grounds, tanks, channels and porambokes,

etc., vest in the public and the landholder has no present or reversionary right or title thereto. Landholders have no right to obstruct the user or enjoyment or such common properties by the villagers, nor shall they have any right to assign or transfer such properties to others. Any alienation or assignment made by landholders of such communal lands shall be void. When compulsory cadastral survey is undertaken, the Provincial Government may make an order directing such officer or officers as it shall see fit to empower in this behalf to make a survey and a record of all such lands set apart for communal purposes.

(9) No ryot may except for the purposes for which such lands are appropriated interfere with or make use of any lands set apart for the common agricultural use of the villages without the written order of the landholder.

(10) (a) Landholders are bound to keep in a state of repair the public irrigation works which were in existence at the time of the Permanent Settlement or which have been subsequently constructed and which have been in use for irrigation at any time.

(b) Landholders are bound to construct new irrigation works for helping the cultivation, without claiming enhanced land-revenue on that account whenever circumstances demand.

(c) Ryots are bound to supply the customary labour known under the name of kudimaramat for petty repairs to all existing public irrigation works, or irrigation works that might be newly constructed.

(11) (a) Subject to the provisions of the Madras Forest Act of 1882, ryots are hereby declared to have proprietary right to the soil in all forests and to the customary rights of grazing, taking green leaves for manure, and cutting wood for domestic and agricultural purposes, etc.

(b) The landholders shall have no right to the soil and shall have no right to prevent the ryot from enjoying the natural facilities stated above.

(12) (a) In waste lands and forests, ryots shall have the right to mine and to quarry and to excavate any mineral wealth or gravel or clay in the ground vertically beneath his holding subject to the condition of paying royalty to the Government under the Mines Act.

(b) The landholders shall have no right to mines or quarries that are under the surface of the land in possession and enjoyment of the ryot in his own holding.

(c) The landholder shall have similar rights to mine and to quarry mineral wealth or stone, in his own private land.

(d) Either the landholder or the ryot, when he intends to mine or quarry or to excavate gravel or clay or any mineral wealth within his holding for profit, he shall apply to the Collector to adjust or re-adjust the revenue payable in respect of the field in which the ryot intends to mine, quarry or excavate.

(e) In disposing of any such application, the Collector shall have regard to the rules sanctioned by Government in respect of similar Government lands when used for a like purpose.

Presumption
of existence
of occu-
pancy
right.

Relation of
ryots and
landholders
with their
tenants.

5. Subject to the provisions of this Act, every ryot in the Presidency of Madras shall be deemed to have a permanent right of occupancy in his holding. **M.T.B. 5.**

6. (1) Except as provided in section 14 and sections 100 to 102 and 104 the relations of ryots with their tenants, of landholders in respect of their private lands, and of any other owners of land, are not regulated by the provisions of this Act, but are left to the operation of private agreement. **M.T.B. 6 (modified).**

(2) Excluded inams shall not be governed by the provisions of this Act.

(3) Post-settlement inams are invalid and inoperative under sections 4 and 12 of the Permanent Settlement Regulation and they shall not be governed by this Act.

Inams for purposes of this Act are considered in three parts—

- (i) Excluded inams,
- (ii) Included inams, and
- (iii) Post-settlement inams.

Excluded inams mean and include inams the assets of which had been excluded at the time of the Permanent Settlement and all the inams that have been governed by the special laws and regulations passed until now starting from Regulation XXXI of 1802.

Included inams are those the assets of which were taken into account at the time of the Permanent Settlement and on that account formed part of the estate proper.

Post-settlement inams are inams granted by the landholders subsequent to the Permanent Settlement. They have been declared invalid under sections 4 and 12 of the Permanent Settlement Regulation.

(4) “Waste land” means that was unoccupied and uncultivated at the time of the Permanent Settlement and that had been transferred to the zamindars subject to the customary rights which the ryots possess therein and in which the zamindar can have no right to treat it as his private land. The only right conferred upon him by the transfer under the assignment was the right of distributing the land amongst the ryots, and even in exercising that right he is not free to levy whatever rates of rent or land revenue he likes on them. His right to let the waste lands to the ryots is subject to the condition that he should not charge more than the established rates of sharing the produce and subject to the recognized customs of the country.

In other words, the rate of rent that he can charge shall never exceed the rate fixed at the time of the Permanent Settlement on cultivated lands.

CHAPTER III.

RYOTS.

Continuance
of existing
occupancy
rights.

7. Every ryot, who immediately before the commencement of this Act, has, by the operation of any enactment, by custom, contract or otherwise, a right of occupancy in land in any village, shall, when this Act comes into force, be deemed to have that right of occupancy under this Act. **M.T.B. 7.**

- M.T.B. 8. **8.** Every ryot has the right to enjoyment and use of all trees standing in his holding which have not been assigned to another person before the ryot entered on his holding and he shall be entitled to cut down such trees unless there is a local custom to the contrary, the burden of proving which shall be on the landholder. Right to the use of trees.
- M.T.B. 9. **9.** (a) A ryot shall pay for his holding fair and equitable rates as shall be hereinafter provided. Obligation to pay fair rates.
 (b) The land-revenue payable for the time being by a ryot shall be presumed to be fair and equitable until the contrary is proved. Presumption as to fair rates
- M.T.B. 10 (modified). **10.** The land-revenue payable by a ryot shall not be enhanced except as provided by this Act. Restriction on enhancement.
- M.T.B. 11. **11.** All rights of occupancy shall be transferable by sale, gift or otherwise. Occupancy right transferable.
- M.T.B. 12. **12.** (1) When the entire interests of landholder and ryot in a holding become united in the same person by transfer, succession or otherwise, the occupancy right shall cease to exist; but nothing in this sub-section shall prejudicially affect the rights of any third person. Effect of acquisition of occupancy right by land holder.
 (2) If the occupancy right in land is transferred to a person jointly interested in the land as landholder it shall cease to exist; but nothing in this sub-section shall prejudicially affect the rights of any third person.
 (3) A person holding land as a farmer of land-revenue payable to a landholder shall not, while so holding, acquire a right of occupancy in any land comprised in his farm.
 (4) A person holding an inam or an unsettled estate whose predecessor-in-title was in possession of the occupancy right in any or all of the land covered by his grant shall not be affected by the provisions of sub-section (1).
Explanation.—A person having a right of occupancy in land does not lose it by subsequently becoming jointly interested in the land as landholder or by subsequently holding the land in farm.
- M.T.B. 13. **13.** If a ryot dies intestate in respect of a right of occupancy, it shall, subject to any custom to the contrary, devolve in the same manner as immovable property. Devolution of occupancy right on death.

CHAPTER IV.

TENANTS.

- M.T.B. 14. **14.** Subject to the provisions of sections 100 to 102 and 104 a tenant shall not be liable to be ejected under this Act by his landlord except— Restrictions on ejection of tenants.
 (a) on the expiration of the term of a written lease;
 (b) when holding otherwise than under a written lease, at the end of the revenue year next following the year in which a notice to quit is served upon him by his landlord.

Obligation
of landlord
to take
written
agreement
from
tenant.

15. A landlord may proceed under this Act for the M.T.B. 15 recovery of rent from a tenant if he has taken a written agreement from such tenant specifying the rent to be paid but not otherwise.

CHAPTER V.

GENERAL PROVISIONS AS TO LAND-REVENUE.

Declaration
as to owner-
ship of ryot
to soil and
fixity of
rent at
Permanent
Settlement.

16. (1) In conformity to the principles enunciated New. in the preamble it is hereby declared—

- (i) that the ryot is the owner of the soil;
- (ii) that the land-revenue assessment fixed upon the cultivated land at the time of the Permanent Settlement, was fixed in perpetuity and that it cannot be enhanced by the landholder or reduced by the ryot under any circumstances and for any reason;
- (iii) that the land-revenue assessment on waste lands that had been brought under cultivation between the date of the Permanent Settlement and to-day should not be assessed at a rate higher than the one fixed on the cultivated lands at the Permanent Settlement;
- (iv) that having regard to the distance of time since the date of the Permanent Settlement and the trouble that might be involved in the attempt that may be made to fix the varying rates on the various lands when the assessment was lower than the rate fixed on the cultivated land and considering it desirable for the sake of convenience and saving of time that the rates of assessment fixed in perpetuity on wet lands at the time of the Permanent Settlement might be taken as a uniform rate for all the waste land that had been since brought under cultivation, it is hereby declared that the rate of land-revenue assessment on the waste land that had been brought under cultivation since 1802 should be the same as the rate permanently fixed at the Permanent Settlement;
- (v) that in ascertaining the rates of assessment of land-revenue on all the cultivated land at the time of the Permanent Settlement and consolidating the same with the rates of assessments on waste lands since brought under cultivation, a uniform rate, not exceeding the rate fixed at the Permanent Settlement on cultivated lands, should be adopted for both the cultivated and uncultivated; and
- (vi) that by such method the land-revenue assessment on the total land at the rate fixed at the Permanent Settlement shall be ascertained;

and in consequence of such permanent assessment, the ownership of the soil shall become vested in the ryots

and their heirs and lawful successors for ever, while the melvaram right to collect such land-revenue assessment from the ryots, vested in the zamindars or other proprietors of land and in their heirs and lawful successors for ever under section 2 of the Permanent Settlement Regulation XXV of 1802.

(2) It is further declared hereby that all the enhancements made on the land-revenue, fixed in perpetuity at the time of the Permanent Settlement and also on the waste lands since brought under cultivation, are illegal and contrary to the provisions of the Permanent Settlement Regulation XXV and Patta Regulation XXX of 1802 and that they are not binding upon the ryots, whether such enhancements were made voluntarily, or under compulsion or in pursuance of the provisions of the Rent Recovery Act or the Estates Land Act.

(3) That the rates of the land-revenue fixed in perpetuity at the time of the Permanent Settlement shall be ascertained—

- (a) by ascertaining the rates, as they prevailed in the year preceding the Permanent Settlement, from the village accounts of that period wherever they are available;
- (b) where such rates are not traceable in the village accounts, conversion rates shall be ascertained for all the estates for which Permanent Settlement was made on assets basis and there has been survey since then;
- (c) in estates in which Permanent Settlement was not made on assets basis, but the estates were carved out of the Crown lands as in the case of the Havelly lands, the Government rates that prevailed on the same lands before they were auctioned shall be taken as the rates fixed permanently;
- (d) in estates that were not settled permanently on the assets basis but were based on feudal tenure, the rates that prevailed at the time as noted in the landholders' accounts of that period or in the accounts prepared by responsible Government officers from out of the landholders' books for purposes of settlement, may be taken as the correct rate. But where such rates are not ascertainable the rates that prevailed in the neighbouring estates during that period wherever they could be procured, may be accepted as the proper basis; and where no such rates in the neighbouring estates could be ascertained, the rates of the Government lands of similar description in the same district or in the neighbouring districts may be accepted as the correct basis; and
- (e) in estates in which the rates of assessment that prevailed at the time of the Permanent Settlement cannot be fixed up by adopting any of the abovenamed methods, the Special Commission that would be appointed by the

Legislatures and the Government, to ascertain the rates of assessment of land-revenue as they prevailed at the time of the Permanent Settlement, may endeavour to fix the rates by adopting any other method by which they could fix the rates exactly or even roughly.

(4) Where the rates of the permanent assessment of the revenue, fixed at the time of the Permanent Settlement in perpetuity, have been ascertained by the Special Commission, a patta or deed of permanent property shall be granted on the part of the landholders to all persons being or constituted to be ryots or owners of the soil; and each ryot or owner of the land shall execute and deliver to the Collector of the district a corresponding muchilka.

The said patta and muchilka shall contain the conditions and articles of tenure by which the lands shall be held.

(5) After consolidating the land that had been under cultivation at the time of the Permanent Settlement with the land that had been brought under cultivation subsequently, from 1802 up to the date of this Act, into one whole area, permanent pattas and muchilkas with the land-revenue fixed in perpetuity as in the year preceding the date of the Permanent Settlement, shall be exchanged between the landholders and the ryots within six months after the rates of assessment had been ascertained.

Section 3
of Madras
Regula-
tion XXV
of 1802.

(6) If the conditions of the permanent assessment of the revenue have been so fixed, permanent patta or deed of permanent property with the land-revenue fixed in perpetuity and unalterably shall be granted by the landholder to the ryots and they in their turn shall execute muchilkas with the same and other terms.

Section 6
of Madras
Regula-
tion XXV
of 1802.

(7) The ryots shall regulate the pay in all seasons in the current coin of their respective Provinces, the amount of the permanent assessment fixed on their lands; the remission of land-revenue which has been occasionally granted according to the custom of the country on account of drought, inundation or other calamity of the season shall continue to be in force; and where ryots may fail to discharge their pecuniary engagements, their property shall be answerable for the consequence of such failure.

Section 7
of Madras
Regula-
tion XXV
of 1802.

(8) Where the ryots make default in payment of the land-revenue according to the fixed instalments, the personal property of the ryots shall in the first instance be attached, and ultimately their lands shall be liable to be sold and transferred from them for ever, if necessary, for the payment of the public revenue, except in the case of minors whose estates are exempted from sale for arrears of revenue by Madras Regulation X of 1831, section 2, clause 1.

Paragraph 3
of section 3
of Madras
Regula-
tion XXV
of 1802.

(9) In all cases of disputed assessment, reference shall be made to the pattas and muchilkas and judgments shall be given by the Courts of Judicature in

conformity to the conditions under which the agreement may have been formed in each particular case, with special reference to fixity of tenure and fixity of rates of land-revenue assessment unalterably.

(10) Where disputes may arise respecting rates of assessment in money or of division in kind, the rates shall be determined according to the rates prevailing in the cultivated lands in the year preceding the assessment of the permanent jummah on such lands; or, where those rates may not be ascertainable, according to the rates established for lands of the same description and quality as those respecting which the dispute may arise, and as they prevailed at the time of the Permanent Settlement.

Section 9
of Madras
Regulation
XXX
of 1802.

(11) Landholders or farmers of land shall not levy any new assessment or tax on the ryots, under any name or under any pretence; exactions other than the permanent assessment fixed at the time of the Permanent Settlement and entered in the patta, shall, upon proof, subject the landholder or farmer to a penalty equal to three times the amount of each exaction.

Section 7
of Madras
Regulation
XXX
of 1802.

(12) Discharges of rent in money or in kind received by proprietors or farmers of land, over and above the amount or quantity which may have been specified in the muchilka of the persons paying the same, shall be considered to have been extorted; and discharges so taken by extortion shall be repaid, together with a penalty of double the amount of the value, with costs.

Section 11
of Madras
Regulation
XXX of
1802.

(13) The permanent pattas executed for the land that was under cultivation at the time of the Permanent Settlement and also the waste land that had been since brought under cultivation shall be in force for ever. Like sunnuds and kabooliats they require no renewal or revision, the rates mentioned therein being the same for ever; but pattas and muchilkas that might be executed for any waste land that might be brought under cultivation after the granting of the permanent pattas as stated above, pattas shall be executed for one year with the permanent rates of assessment entered therein as unalterable, may be renewed at the expiry of the fasli and when there is no renewal the patta given for the year shall be considered to be in force until renewed, the rates of land-revenue assessment mentioned therein being the permanent rates, without being liable to be enhanced or decreased.

(14) The ryots shall be at liberty to transfer without the previous consent of the landholder or of any other authority, to whomever they may think proper, by sale, gift or otherwise, their ownership in the soil, the whole or in part of their lands; such transfers of land shall be valid and respected by the Courts of Judicature and by the officers of Government; provided they shall not be repugnant to the Muhammadan or the Hindu Laws, or to the Regulations of Government. But unless such sale, gift or transfer shall have been regularly registered at the office of the Collector, and unless the public assessment shall have

Section 8 of
Madras
Regulation
XXV of
1802.

been previously determined and fixed on such separated portions of land by the Collector, such sale, gift or transfer shall be of no legal force or effect, nor shall such transaction exempt the ryot from the payment of any part of the public land-tax assessed on the entire land previously to such transfer, but the whole land shall continue to be answerable for the total land-tax, in the same manner as if no such transaction had occurred.

(15) Where a part of a land may be sold for the liquidation of the arrears of public land-revenue assessment or for the satisfaction of a decree of a Court of Judicature or where part of the land may be transferred by sale, gift, or otherwise, the ryot shall furnish to the Collector the information about the transfer and the portion that is about to be separated in proper time to enable him to investigate and order the apportionment of the public land-revenue upon the lands so separated.

The assessment to be fixed in this case on the separated lands shall always bear the same proportion to the actual value of the separated portion as the total permanent jummah on the whole land bears to the actual value of the whole zamindari.

Section 13 of
Madras
Regulation
XXX of
1802.

(16) Where estates or parts of estates may be sold or transferred for the liquidation of arrears of land-revenue, such pattas as may have been granted by the former proprietor shall cease to have effect at the end of the fasli in which such lands might be sold, and new pattas shall be issued by the purchasers of such estates from the commencement of the following fasli.

Section 15 of
Madras
Regulation
XXX of
1802.

(17) The landholders shall be entitled to grant without the sanction of Government or its officers to persons (not being British subjects or Europeans or descendants of Europeans), leases or pattas of land for any term of years or in perpetuity, on such terms as may be mutually agreed, for the erecting of dwelling houses or buildings for carrying on manufactures, or other purposes, and for offices attached to such houses or buildings, or for gardens; or from granting pattas for clearing and bringing waste lands into cultivation. Pattas *bona fide* granted for these purposes shall be binding on all future proprietors, notwithstanding the estates including such lands may have been sold to liquidate arrears of revenue due to Government, unless it may be proved in a Court of Judicature that the lands were not waste when granted in lease, but collusively granted or fraudulently obtained.

Section 14 of
Madras
Regulation
XXV of
1802.

(18) Zamindars or landholders shall enter into engagements with their ryots for payment of land-revenue, either in money or in kind, and shall, within a reasonable period of time, grant to each ryot a patta or cowle, defining the amount to be paid by him, and explaining every condition of the engagement. And the said zamindars or landholders shall grant regular receipts to the ryots for discharges in money or in kind made by the ryots on account of the zamindars. Where a zamindar after the expiration of a reasonable period of his time from the execution of his kabuliyat may

neglect or refuse to comply with the demand of his under-farmers or ryots for the pattas above mentioned, such zamindar shall be liable to be sued in Civil Courts and shall pay such damages as may be decreed by the adalat to the complainant.

(19) Pattas and muchilkas may be of three kinds—

Section 4 of
Madras
Regulation
XXX of
1802.

Firstly.—Permanent pattas, in which the rate of land-revenue fixed in perpetuity and unalterably at the Permanent Settlement, is entered as the permanent rate for now and for ever upon all the land that had been brought under cultivation at the time of the Permanent Settlement and also on the waste land that had since been brought under cultivation until the date on which these rates had been ascertained by the Special Commission that will be appointed under this Act.

Secondly.—Pattas and muchilkas for land that might be brought under cultivation after the issue of permanent pattas under this Act, in which also the rate of land-revenue that had been fixed in the year preceding the Permanent Settlement should be entered as the proper rate for payment in the year of its execution and of the coming years without being liable to be increased or decreased for any reason whatsoever.

Thirdly.—Pattas and muchilkas for lands in which the land-revenue was paid in kind according to “the Varam”—that is, according to the established rate in the village for dividing the crop between the Government or the landholder and the cultivator and the same “Varam” rate has continued to be paid in kind up to date.

Fourthly.—Pattas and muchilkas granted for immemorial waste land for bringing it under cultivation in which it shall be lawful for landholders to arrange their own terms of land-revenue subject to the condition that the rate should not exceed the rate fixed at the time of the Permanent Settlement on cultivated lands.

(a) Pattas for the division of produce on land shall specify the name of the village and the extent of the land which the ryot may engage to cultivate and the rate of the cultivator's share of the different kinds of grain cultivated and produced.

(b) Pattas for lands on which the land-revenue is assessed in money shall contain the name of the village and the extent of the lands therein, the amount of the land-revenue per annum, the period of the kists which the ryot shall be compellable to adjust according to the time of reaping or selling the produce of the land, and the coin in which the rent is to be paid. They should

also specify the rate of assessment on such lands according to the land-measure in use, and the land-revenue on each description of land or grain, as the usage may be.

(c) Pattas for lands charged with a grain rent shall, in addition to the terms stated in the above paragraph, state the specific quantity of land occupied under the description of land-revenue, the specific quantity of grain to be rendered, and the species of grain.

(d) Pattas and muchilkas shall contain the date, the month and the year in which they may be executed, the names and situations of the contracting parties.

(20) Nothing contained in this section shall ^{New.} entitle any landholder to raise the land-revenue upon any land in consequence of additional value imparted to it by any work of irrigation or other improvement executed at his own expense; or where additional value has been imparted to any land by any work of irrigation or other improvement executed at the expense of Government, and where the landholder has therefore been required to pay an additional sum to Government.

(21) Nothing contained in this section shall ^{New.} entitle a ryot to sue for the reduction of land-revenue payable by him on the ground that it has been unduly high on account of a fall in prices or any other reason.

(22) No patta which may have been granted by ^{New.} any landholder at rates lower than the rates fixed permanently at the time of the Permanent Settlement on the cultivated land and also lower than the maximum rate leviable on waste land, based on the pre-settlement rate, or upon lands of similar quality and description, shall be binding upon his successor, unless such patta shall have been *bona fide* granted for the erection of dwelling houses, factories, or other permanent buildings, or for the purpose of clearing and bringing waste land into cultivation, or for the purpose of making any permanent improvement thereon, and unless the ryot shall have substantially performed the conditions upon which such lower rates were allowed.

Rules for
deciding
disputes as
to rates of
land-
revenue,

(23) In the disposal of suits involving disputes ^{M.T.B. 16} regarding rates of land-revenue payable by the ryots ^(modified.) the following rules shall be observed :—

(a) The Collector shall adopt the rates of assessment in money, or of division in kind, prevailing in the cultivated lands in the year preceding the assessment of the permanent settlement, or, in the case of estates not permanently settled, the rates which were in force immediately prior to the date on which the grant of the estate was made, confirmed or recognized.

(b) The ryot shall, whenever he is not able ^{New} to get cash by sale of his produce or even

by way of loan, owing to the stringency of the conditions of the market, be entitled to claim that the land-revenue (rent) be taken in kind according to "the waram"; that is, according to the established rate of the village for dividing the crop between the Government or the landholder and the cultivator, prevailing at the time of the Permanent Settlement.

- (c) If the prevailing system of land-revenue in any particular estate is still continuing on the old waram basis and the ryot demands after the passing of this Act that the waram system should be changed into monney system, the commutation prices that should be adopted by the revenue courts shall be the prices that formed the basis of the Permanent Settlement and not the prices that prevailed on the date of the commutation.

M.T.B. 17
(modified).

17. No contract to pay land-revenue higher or lower than the rate fixed in the year preceding the Permanent Settlement shall, notwithstanding anything contained in the rules laid down in this Act be enforceable.

M.T.B. 18
(modified).

18. If a question arises as to the amount of land-revenue payable by a ryot or the conditions under which he holds in any revenue year, he shall be presumed, until the contrary is shown, to hold at the same rate and under the same conditions as those fixed in the year preceding the Permanent Settlement.

M.T.B. 19
(modified.)

19. (1) When land-revenue shall remain unpaid at the time when, according to any agreement or, in the absence of agreement, according to the custom of the country, it ought to have been paid, the amount remaining unpaid shall be deemed an arrear.

(2) If in time of famine or general distress the Provincial Government orders a suspension of the collection of any or all of the land-revenue, payable by a landholder to Government in respect of any estate or portion of an estate, the landholder shall, as regards such estate or portion of an estate, suspend the collection of such proportion of the land-revenue payable to him by the ryot as is equal to the proportion of the land-revenue payable by the landholder to Government, the collection of which has been suspended and so long as such order remains in force the powers of the landholder to distrain, attach, sell or eject shall not be exercised.

(3) The Provincial Government may make rules for the carrying out of the provisions of sub-section (2), and in particular, and without prejudice to the generality of the provisions of this sub-section, for regulating the powers of landholders to distrain, attach, or sell as long as such an order remains in operation.

Provincial
Government
may make
rules for the
carrying out
of the provi-
sions of sub-
section (2).

Publication
of the order
of Provincial
Government
and its effect.

(4) The order of the Provincial Government in this behalf shall be published in the Gazette of the district affected: and shall operate to postpone for such period as the order may direct the time or times of payment of land-revenue under sub-section (1).

Collectors
may direct
payments by
instalments
in certain
cases.

(5) Collectors in dealing with proceedings taken under section 40 and Chapters 7 or 8 of this Act, for the realization of land-revenue due to landholders are hereby empowered to direct payments by instalments in cases where a ryot may be able to prove loss owing to extraordinary calamity.

Interest on
arrears.

20. An arrear shall bear simple interest at the rate of one pie per rupee per mensem, fractions of a month and of a rupee being disregarded in the calculation, from the date on which the arrear fell due until the arrear is liquidated. M.T.B. 20.

Right of
ryots to
receipt for
land-
revenue.

21. (1) Every ryot who makes a payment on account of land-revenue to a landholder may specify the item to which he wishes the payment to be credited, and shall be entitled to obtain forthwith, a written receipt for the amount paid by him signed by the landholder or by the landholder's authorized agent. M.T.B. 21.

(2) The landholder or his agent shall prepare and retain a counterfoil of the receipt.

(3) The receipt and counterfoil shall specify such of the several particulars shown in the form of receipt given in Schedule I of this Act as can be specified by the landlord at the time of payment:

Provided that the Provincial Government may, from time to time, prescribe or sanction a modified form of receipt either generally or for any particular local area or class of cases.

(4) If a receipt does not contain substantially the particulars required by this section, it shall be presumed until the contrary is shown, to be an acquittance in full of all demands for land-revenue payable by the ryot up to the date on which the receipt was given.

Penalty for
withholding
receipt.

22. If a landholder, without reasonable cause, refuses or neglects to deliver to a ryot a receipt containing the particulars prescribed by section 21 for any land-revenue paid by the ryot, the ryot may, within three months from the date of payment, institute a suit before the Collector to recover from the landholder a penalty not exceeding double the amount or value of that land-revenue with costs as the Collector thinks fit. M.T.B. 22.

Person to
whom and
how land-
revenue
may be paid.

23. The headman of each village shall be presumed to be the authorized agent of the landholder for the purpose of receiving land-revenue and granting receipts under sections 21 and 22, unless the landholder has duly appointed for such purpose as his authorized agent some other person who is resident in the village or within three miles of it or who attends in the village to receive the land-revenue on his behalf; provided that the ryots may pay their land-revenue to the landholder by postal money-orders under rules which the Provincial Government may from time to time prescribe. M.T.B. 23.

24. (1) In any of the following cases in which land-revenue is due and is payable in money, namely :—

Application
to deposit
land-
revenue.

- (a) when a ryot tenders land-revenue and the landholder refuses to receive it or refuses to grant a receipt for it;
- (b) when a ryot bound to pay money on account of land-revenue, has reason to believe that the person to whom the same is payable will not be willing to receive it or to credit to the item or items specified by the ryot and to grant him a receipt for it;
- (c) when the land-revenue is payable to two or more persons jointly, and the ryot is unable to obtain the joint receipt of the said persons for the money, and no person has been empowered to receive the land-revenue on their behalf; or
- (d) when the ryot entertains a *bona fide* doubt as to who is entitled to receive the land-revenue which has become due;

the ryot may present to the Collector or such other officer as the Provincial Government may order, an application in writing for permission to deposit in the office of the said Collector or other officer the full amount which he alleges to be then due.

(2) The application shall contain a statement of the grounds on which it is made; and shall state the item or items to which the payment is to be credited and also—

- in cases (a) and (b), the name of the person to whose credit the deposit is to be entered;
- in case (c), the names of the persons to whom the land-revenue is due, or of so many of them as the ryot may be able to specify; and
- in case (d), the name of the person to whom the land-revenue was last paid and of the person or persons now claiming it.

(3) The application shall be signed and verified, in the manner prescribed in section 52 of the Code of Civil Procedure by the ryot, or, where he is not personally cognizant of the facts of the case, by some person so cognizant; and shall be accompanied by a fee of such amount as the Provincial Government may, from time to time, fix.

M.T.B. 25.

25. (1) If it appears to the Collector or other officer, to whom an application is made under the last foregoing section that the applicant is entitled under that section to deposit the land-revenue, he shall receive the amount and shall give a receipt for it.

Receipt for
deposit in
Revenue
office to be
valid acquit-
tance.

(2) A receipt given under this section shall operate as an acquittance for the amount of the land-revenue paid by the ryot and deposited as aforesaid, in the same manner and to the same extent as if that amount of land-revenue had been received—

- in case (a) and (b) of the last foregoing section, by the person specified in the application as the person to whose credit the deposit was to be entered;

in case (c) of that section, by the person to whom the land-revenue is due; and

in case of (d) of that section, by the person entitled to receive the land-revenue.

Notification
of receipt of
deposit.

26. (1) The Collector or other officer receiving the deposit shall forthwith cause to be affixed in a conspicuous place at his office a notification of the receipt thereof, containing a statement of all material particulars. M.T.B. 26.

(2) If the amount of the deposit is not paid away under the next following section, within the period of fifteen days next following the date on which the notification is so affixed, the Collector or other officer shall forthwith—

in cases (a) and (b) of section 24, cause a notice of the receipt of the deposit to be served, free of charge, on the person specified in the application as the person to whose credit the deposit was to be entered;

in case (c) of that section, cause a notice of the receipt of the deposit to be served, free of charge on the persons referred to in case (c) of sub-section (2) of the said section and to be posted in some conspicuous place in the village in which the holding is situate; and

in case (d) of that section cause a like notice to be served, free of charge, on every person who, the Collector or other officer has reason to believe, claims or is entitled to the deposit.

Payment or
refund of
deposit.

27. (1) The Collector or other officer may pay the amount of the deposit to any person appearing to him to be entitled to the same, or may, if he thinks fit, retain the amount pending the decision of a competent court as to the person so entitled. M.T.B. 27

(2) The payment may, if the Provincial Government so direct, be made by postal money-order.

(3) If no payment is made under this section before the expiration of three years from the date on which the deposit is made, the amount deposited may, in the absence of any order of a competent court to the contrary, be repaid to the depositor upon his application and on his returning the receipt given by the Collector or other officer with whom the land-revenue was deposited.

(4) No suit or other proceeding shall be instituted against the Secretary of State for India in Council or against any officer of the Government, in respect of anything done by a Collector or other officer receiving a deposit under the foregoing sections; but nothing in this section shall prevent any person entitled to receive the amount of any such deposit from recovering the same from a person to whom it has been paid under this section.

Order for
appraising
or dividing
produce.

28. (1) Where land-revenue is taken by appraisal or division of produce— M.T.B. 28.

(a) if either the landholder or the ryot neglects to attend, either personally or by agent, at

the proper time for making the appraisement or division; or

(b) if there is a dispute about the quantity, value or division of the produce,

the Collector may, on the application of either party and on his depositing such sum on account of expenses as the Collector may require, make an order appointing such officer as he thinks fit to appraise or divide the produce.

(2) The Collector may, without such an application, make the like order in any case where, in the opinion of the District or Subdivisional Magistrate, the making of the order would be likely to prevent a breach of the peace.

(3) Where a Collector makes an order under this section he may, by order, prohibit the removal of the produce until the appraisement or division has been effected.

M.T.B. 29.

29. (1) Where a Collector appoints an officer under the last foregoing section the Collector may, in his discretion, direct the officer to associate with himself any other persons as assessors, and may give him instructions regarding the number, qualifications and mode of selection of those assessors (if any) and the procedure to be followed in making the appraisement or division; and the officer shall conform to the instructions so given.

Procedure where officer appointed.

(2) The officer shall before making any appraisement or division, give notice to the landholder and ryot of the time and place at which the appraisement or division, will be made; but the officer may make the appraisement or division if the parties or any of them fail to attend in compliance with the notice.

(3) When the officer has made the appraisement or division, he shall submit a report of his proceedings to the Collector.

(4) The Collector shall consider the report and after giving the parties an opportunity of being heard and after making such inquiry (if any) as he may think necessary, he shall pass such order as he thinks just.

(5) The Collector may, if he thinks fit, refer any question in dispute between the parties for the decision of a civil court, but, if no such reference be made, his order shall be final and shall be enforceable as a decree of the Collector.

(6) When the Collector refers a question in dispute between the parties under sub-section (5), he may make any order he deems fit for the protection of the produce pending the decision of the civil court, or for its disposal.

M.T.B. 30.

30. (1) Where land-revenue is taken by appraisement of the produce, the ryot shall be entitled to the exclusive possession of the produce.

Rights and liabilities as to possession of crops.

(2) Where land-revenue is taken by division of the produce, the ryot shall be entitled to the exclusive possession of the whole produce until it is divided. but

shall not be entitled to remove any portion of the produce from the threshing floor at such a time or in such a manner as to prevent the due division thereof at the proper time.

(3) In either case, the ryot shall be entitled to cut and harvest the produce in due course of husbandry without any interference on the part of the landholder.

(4) If the ryot removes any portion of the produce at such time or in such manner as to prevent the due appraisalment or division thereof at the proper time, the produce shall be deemed to have been as full as the fullest crop of the same description appraised in the neighbourhood on similar land for that harvest.

CHAPTER VI.

RECOVERY OF LAND-REVENUE.

Obligation
of land-
holder to
tender
patta to
ryot.

31. (1) No landholder shall have power to proceed M.T.B. 31. against a ryot for the recovery of land-revenue unless and until he shall have exchanged a patta and muchilka with such ryot or tendered him such a patta as he was bound to accept.

NOTE.—This shall not apply to Permanent Patta granted under this Act.

(2) A patta which is not entirely but is in the opinion of the Collector substantially correct, shall be held to be valid to the extent that it may be found to be correct.

(3) A patta which contains any stipulation in restraint of cultivation or of harvesting or for the giving up of possession of his land by the ryot at any specified time shall be void and of no effect.

Patta how
to be tender-
ed.

32. The tender of a patta may be made directly to M.T.B. 32. the ryot or if the Collector shall so permit in respect of any estate or any portion of an estate, by filing it in the office of the Collector or such officer as the Provincial Government may by general or special order direct; and, if so filed, the Collector or such officer shall cause the patta to be served on the ryot, at the cost of the landholder in the manner prescribed for the service of notice under section 43.

Pattas and
muchikas
to be signed.

33. Pattas and muchilkas shall be signed by the M.T.B. 33. respective parties or by persons duly authorized in that behalf.

Contents of
patta and
muchilka.

34. The patta shall contain the names of the M.T.B. 34. parties; the local description and extent of the land; the rate or amount and nature of the land-revenue payable thereon, according as it may be payable in money, in kind or by a share of the produce, separately specifying any fees or charges payable with it according to law or usage having the force of law; the period or periods at which such land-revenue, fees or charges are to be paid; the date of the patta and all special terms by which it is intended that the parties shall be bound. The muchilka may, at the option of the landholder, be a counterpart of the patta or a simple engagement to hold according to its terms.

New. **35.** Pattas and muchilkas when they are permanent may be exchanged once for all, like the sanads and the kaboliats; but when they relate to waste lands that might be brought under cultivation year after year, after the issue of permanent pattas under the Act, the tender of patta shall always take place within 12 months after the commencement of the period to which the patta relates. Period for which pattas and muchilkas may be exchanged.

Provided that no landholder shall be bound to tender and no ryot bound to accept a patta for a period of more than one revenue year.

M.T.B. 36. **36.** When a landholder, for three months after demand, refuses or neglects to grant such a patta as the ryot is entitled to receive, it shall be lawful for the ryot to sue for such a patta before the Collector. The Collector shall decide the terms of the patta to be granted, and if it be not granted as directed within the time specified, the decree shall be of the same force and effect as if a patta and muchilka had been exchanged. Suit to obtain patta.

M.T.B. 37. **37.** When a ryot for three months refuses or neglects to accept the patta tendered to him and to give a muchilka in exchange, the landholder may sue before the Collector to enforce acceptance of such patta. Suit to enforce acceptance of patta.

M.T.B. 38. **38.** In adjudicating suits under the preceding section, the Collector shall first inquire whether the party sued was bound to accept a patta, and, unless this be proved, the suit shall be dismissed. If the plaintiff establishes that the party sued is bound to accept a patta the Collector shall inquire whether the patta tendered is a proper one. If it is found to be so, the Collector shall order the defendant to accept the patta and to execute a muchilka in accordance with it. If the Collector is of opinion that the patta tendered is not a proper one, he shall decide what the terms of the patta should be, and shall then order the defendant to accept such patta and to execute a muchilka in accordance with it. If the defendant fails to comply with the Collector's order within the time specified therein the order shall be of the same force and effect as if a patta and muchilka had been exchanged. Procedure in adjudication of suit to enforce acceptance of patta.

M.T.B. 39. **39.** Save as respects lands duly relinquished or newly taken up by the ryot, for which the parties may exchange a supplementary patta and muchilka, the pattas and muchilkas exchanged or decreed between landholders and ryots shall remain in force until the beginning of the revenue year for which fresh pattas and muchilkas may thereafter be exchanged or decreed. Duration of pattas and muchilkas exchanged or decreed.

New. **40.** All suits for the recovery of arrears of land-revenue shall be heard and determined by the Collector sitting as a revenue court, and no civil court shall take cognizance thereof. No appeal shall lie from the Collector's decision even to the Board for Revenue Cases. Jurisdiction of civil courts barred.

within about two months. The Committee came to the conclusion that no purpose would be served by merely waiting and that it could proceed with the taking of oral evidence from the witnesses without altering the programme already fixed at the previous meeting.

13. All the persons and associations who sent written memoranda as also Members of the Legislative Assembly, Legislative Council and the Central Legislative Assembly and the landholders were intimated as regards the tour programme of the Committee beforehand.

14. In accordance with the programme, the Committee sat at Vizagapatam from 7th to 13th January 1938 and recorded the oral evidence of witnesses 1 to 78 and took on record several exhibits.

15. The Committee next continued its sittings at Rajahmundry from 16th to 22nd January 1938 and took the oral evidence of witnesses 79 to 147 and took on record exhibits.

16. The Committee next held its sittings at Trichinopoly from 6th to 10th February and took oral evidence of witnesses 148 to 197 and took on record exhibits.

17. The next sittings of the Committee were held at Madura from 21st to 25th February where the oral evidence of witnesses 198 to 258 was taken and exhibits were taken on record.

18. The month of March having been occupied by the Budget Session of the Assembly, the Committee could not meet in that month.

19. The next and final sittings of the Committee were held at Madras from 20th to 30th April 1938. At Madras the oral evidence of witnesses 259 to 358 was recorded and exhibits were also taken on record. Several witnesses, particularly on behalf of the landholders, who did not tender evidence at the other centres, availed themselves of the sittings at Madras and adduced evidence. The evidence is printed in three volumes. A supplemental volume of evidence is also appended in which is to be found the English translation of evidence given in Telugu or in Tamil.

20. After the recording of evidence was over, the Committee met several times to have preliminary consultations on the various points that emerged out of the evidence and documents taken so far on record.

21. A preliminary draft was then prepared for the discussion of the Committee. The Committee met on the 31st July, the 1st and 2nd of August, the 13th August, the 20th August, 17th and 19th September, 6th and 7th November 1938 and after discussion, such alterations as were considered necessary or desirable having been made, the report was signed on the 6th November 1938. Messrs. (1) Zamindar of Mirzapuram, (2) B. Narayanaswami Nayudu, (3) Mahboob Ali Baig and (4) A. Rangaswami Ayyangar submitted dissenting minutes which are printed at the end of the main Report.

B. VENKATACHALAM PILLAI.

V. V. JOGIAH.

M. PALLAM RAJU.

P. S. KUMARASWAMI RAJA.

B. NARAYANASWAMI NAIDU.

M. VENKATARAMAYYA APPA RAO,
Zamindar of Mirzapuram.

A. RANGASWAMI.

MAHBOOB ALI BAIG.

T. PRAKASAM,
Chairman.

FORT ST. GEORGE,
7th November 1938.

CHAPTER VII.

RECOVERY OF LAND-REVENUE BY DISTRAINT AND SALE
OF MOVABLE PROPERTY.

Cases in
which land-
holder may
distrain.

41. A landholder may at any time during the M.T.B. 41 revenue year next following the revenue year in which (modified) the arrear became due, and if no security has been accepted therefor, in addition to any other remedy to which he is entitled by this Act, distrain the movable property of the defaulting ryot, the growing crops, or the ungathered produce of the land or trees in his holding : through the Collector or a person authorized by him.

Provided that when a suit has been filed under section 36 or 37 an arrear shall be taken to become due from the date of the Collector's decree, or if that is appealed against, from the date of the last decree of the appellate courts :

Provided also that ploughs and implements of husbandry, the cattle actually trained to the plough and seed-grain shall not be distrained for arrears so long as other property may be forthcoming sufficient for the discharge of such arrear.

Distress how
to be effect-
ed.

42. The distress shall be effected on the personal M.T.B. 42 responsibility of the landholder by service on the ryot (modified) of a written notice signed by the landholder or his authorized agent setting forth—

- (1) the amount of the arrear due, with interest, if any;
- (2) the holding in respect of which it is due;
- (3) the period in respect of which it is due;
- (4) the nature and approximate value of the property distrained;

and by the landholder or his authorized agent taking charge of the property or placing some person in charge of it on the landholder's behalf. The distrained property shall be sealed by the revenue officer :

Provided that produce which from its nature does not admit of being stored shall not be distrained at any time less than twenty days before the time when it would be fit for reaping or gathering.

Notice of
distress how
to be served
and publish-
ed.

43. The notice of distress prescribed by section 42 M.T.B. 43 shall be served by delivering a copy to the defaulter or (modified) to some adult male member of his family at his usual place of abode in the neighbourhood of the land to which the distress refers to his authorized agent, or, when such service cannot be effected, by affixing a copy of the notice to the outer door or wall of his last-known residence within the district, or on some conspicuous part of the land to which it refers.

A copy of the notice of distress shall be fixed up in some conspicuous place in the village in which the land on which the arrear has accrued is situate and another copy shall be forwarded to the Collector by the landholder or the revenue officer within forty-eight hours of its service on the defaulter.

- M.T.B. 44.** **44.** A person authorized to distrain may apply to the nearest police station for such assistance as may be necessary to prevent any breach of the peace, and the authority to whom such application is made shall depute one or more police officers to be present at the time of such distress for such purpose. Distrainer may procure Police assistance.
- M.T.B. 45.** **45.** The distress shall not be excessive; that is to say, the value of the property distrained shall be as nearly as possible proportionate to the amount of the arrears due. Distress to be proportionate to arrears.
- M.T.B. 46.** **46.** Distress shall be made after sunrise and before sunset and not otherwise. Time of distress.
- M.T.B. 47.** **47.** It shall be lawful for the distrainer to force open any stable, cow-house, granary, godown, out-house or other building, and he may also enter any dwelling-house the outer door of which may be open and may break open the door of any room in such dwelling-house for the purpose of attaching property belonging to a defaulter and kept therein; provided always that it shall not be lawful for such distrainer to break open or enter any apartment in such dwelling-house appropriated for the zenana or residence of women, except as hereinafter provided. What places the distrainer may force open.
- M.T.B. 48.** **48.** When a distrainer may have reason to suppose that the property of a defaulter is lodged within a dwelling-house, the outer door of which may be shut, or within any apartments appropriated to women, which, by the usage of the country, are considered private, such distrainer shall report the fact to the officer in charge of the nearest Police station. Thereupon the officer in charge of the station shall send a Police officer to the spot, in the presence of whom the distrainer may break open the outer door of such dwelling-house, and also the door of such dwelling-house and also any room within the house except the zenana. The distrainer may also, in the presence of the Police officer, after due notice given for the removal of women within the zenana, and after furnishing means for their removal in a suitable manner (if they be women of rank, whom according to the customs of the country, cannot appear in public), enter the zenana apartments for the purpose of distraining the defaulter's property, if any, kept therein. If any such property be found, it shall immediately be removed from such apartments in order that they may be left free for the return of the former occupants. Power to force open doors and enter zenana in presence of a Police officer.
- M.T.B. 49.** **49.** The distrainer shall not work the bullocks or cattle or make use of the property distrained. He shall provide necessary food for cattle or other livestock, and the cost thereof shall be a charge against the owner and shall be recoverable as a cost of the distress. Distrained cattle or goods not to be used.
- M.T.B. 50.** **50.** (1) If the defaulter or some person authorized by him fails so to do at the proper time, the distrainer shall do all acts necessary for the preservation of manuring of standing crops or ungathered produce, and for their being reaped or gathered when ripe, and stored or preserved in such granaries or other places as are commonly used for the purpose, or in some other convenient place in the neighbourhood. Right to reap and preserve produce.

(2) In any case the distrained produce shall remain in the charge of the distrainer or of some person appointed by him in his behalf.

Withdrawal
of distress on
deposit,
payment, or
furnishing of
security.

51. (1) After a distress has been made under this chapter and at any time until forty-eight hours before the date appointed for sale, the defaulter or the owner of the property, defaulter or the owner of the property where he is not the defaulter, may deposit in the office of the Collector, or such other officer as the Provincial Government may order, the amount of arrear with all costs incurred, or may furnish security to the satisfaction of the distrainer, whereupon the Collector, other officer or distrainer shall give a written acknowledgment of the deposit, payment or security, and shall forthwith direct the withdrawal of the distress. M.T.B. 51.

(2) At any time before the sale of the distrained property, the defaulter or owner may deposit, in the hands of the officer appointed to conduct the sale, the amount of the arrear with interest and all costs which may have been incurred, and the officer conducting the sale shall grant a receipt for the same and shall withdraw the distress forthwith.

Payment of
amount due
to land-
holder.

52. After the expiration of one month from the date of a deposit being made under the last preceding section, the Collector shall pay therefrom to the landholder who made the distress the amount due to him, unless in the meantime the owner of the property distrained shall have instituted a suit against the landholder contesting the legality of the distress and claiming compensation in respect of the same. M.T.B. 52.

Liability of
distrainer for
loss of, or
injury to,
distrained
property.

53. When property distrained may be stolen, lost, damaged or destroyed while in the keeping of the distrainer, by reason of his not having taken the necessary precautions for its preservation, he shall be responsible to the owner for the loss or damage, and the Collector shall, on the application of the owner, and on proof of such loss or damage, pass an order that the same shall be made good. M.T.B. 53.

Claims by
third parties.

54. Claims to growing crops or ungathered produce distrained under section 41, shall not bar the prior claim for land-revenue to the landholder, but if before the day fixed for the sale, a third party appears before the Collector and claims a right or interest in such crops or produce, the Collector shall hold, or cause to be held, an immediate enquiry, and if he sees sufficient cause for doing so, may postpone the sale of such crops or produce. The Collector shall adjudicate upon the claim and pass such order between the claimant and the distrainer as he shall deem fit. If the claimant fails to establish his right or interest an order shall be issued for proceeding with the sale. M.T.B. 54.

Penalty for
fraudulent
conveyance
of property
to prevent
distress.

55. When a defaulter may make a fraudulent conveyance of property to prevent distress for arrears the Collector shall on application by the distrainer, and on proof of such conveyance, pass an order directing the property to be delivered up or its value paid to the M.T.B. 55.

distrainer. The defaulter will further be liable to the penalties prescribed by section 424 of the Indian Penal Code.

M.T.B. 56. **56.** When it may be proved to the satisfaction of the Collector that any person has forcibly or clandestinely taken away property once distrained, the Collector may, on the application of the distrainer, cause such property to be restored or its value to be paid, to the distrainer. The defaulter will further be liable to the penalties prescribed by section 424 of the Indian Penal Code.

Penalty for forcibly or clandestinely taking away distrained property.

M.T.B. 57. **57.** If the ryot does not within thirty days from the date of distress file a suit before the Collector to set aside the distress or if such a suit is filed and is decided against the ryot, the distrainer shall, within fifteen days from the expiration of the thirty days, or from the decision of the suit, as the case may be, apply to the Collector for an order directing the public officer empowered by Act VII of 1839 to cause the sale of the distrained property. That officer, on receiving such order, shall fix up in some conspicuous place in the village a notice specifying the property to be sold and the time and place which he has fixed on for its sale. He shall also cause proclamation of the intended sale to be made by beat of drum in the village to which the lands belong on which the arrear has accrued. In fixing the day of sale, not less than seven days shall be allowed from the time of the public notice.

Notice of sale of distrained property.

M.T.B. 58. **58.** The sale shall ordinarily be held in the village where the property was distrained or is stored, unless the Collector is of opinion that the property is likely to sell to better advantage in some neighbouring village, when he may order the sale to take place in such village. In any case, the landholder shall be bound to produce the property at the time and place of sale, and the cost of the transport thereof shall be considered part of the cost of distress; provided that crops or products which are in their nature speedily perishable shall be sold as early as possible by the distrainer under rules to be framed in this behalf by the Provincial Government.

Place of sale.

M.T.B. 59. **59.** (1) Crops or products which from their nature admit of being stored shall not be sold before they are reaped or gathered and are ready for storing.

When crops may be sold standing.

(2) crops or products which from their nature do not admit of being stored may be sold before they are reaped or gathered, and the purchaser shall be entitled to enter on the land by himself or any person appointed by him in this behalf and do all that is necessary for the purpose of tending and reaping or gathering them.

M.T.B. 60. **60.** The property shall be sold by public auction, in one or more lots as the officer holding the sale may think fit, and if the demand with the costs of distress and sale is satisfied by the sale of a portion of the property the distress shall be immediately withdrawn with respect to the remainder.

Manner of sale.

- Postpone-ment of sale.** **61.** If, on the property being put up for sale, a fair price in the estimation of the officer holding the sale is not offered for it, and if the owner of the property, or a person authorized to act in his behalf applies to have the sale postponed until the next day, or if a market is held at the place of sale until the next market day, the sale shall be postponed until that day and shall be then completed whatever price may be offered for the property. M.T.B. 61.
- Payment of purchase money.** **62.** The price of every lot shall be paid at the time of sale, or as soon thereafter as the officer holding the sale directs, and in default of such payment the property shall be put up again and sold. The defaulting purchaser shall be liable for any loss arising from, as well as for expenses incurred on, the re-sale. M.T.B. 62.
- Obligation to report irregularity in distraining.** **63.** The officer appointed to sell property distrained shall bring to the notice of the Collector any material irregularity committed by the distrainer under colour of this Act, and may in such case postpone the sale pending the Collector's order. M.T.B. 63.
- Effect of irregularity in distraining.** **64.** When it shall come to the knowledge of the Collector, that the distrainer did not serve on the ryot a written notice as required by section 42, or failed to publish the notice as required by section 43, or failed to apply to the Collector for an order under section 41 or that the distress was excessive, the Collector may direct the restoration of the distrained property to the owner. If the Collector so directs the restoration, the distrainer shall not proceed farther under this or the following chapter of this Act for the recovery of the arrear and the ryot may sue the distrainer before the Collector for any loss or damage which he has sustained. M.T.B. 64.
- Certificate to be given to purchaser.** **65.** When the purchase-money has been paid in full, the officer holding the sale shall deliver the property to the purchaser and shall give him a certificate signed by himself, describing the property purchased and the price paid. M.T.B. 65.
- Proceeds of sale how to be applied.** **66.** From the proceeds of every sale of distrained property under this Act, the officer holding the sale shall pay the costs of the distress and sale. The remaining proceeds shall be applied to the discharge of the arrear for which the distress was made, with interest thereon, up to the day of sale and to the discharge of any further arrear which may have accrued between the date of distress and the date of sale; and the surplus (if any) shall be paid to the defaulter. The defaulter shall receive from the officer who has conducted the sale a receipt for an arrear discharged from the proceeds of sale. M.T.B. 66.
- Persons prohibited from purchasing.** **67.** Officers holding sales of property under this Act, and all persons employed by, or subordinate to, such officers are prohibited from purchasing either directly or indirectly, any property sold by such officers. M.T.B. 67.
- Amount paid by tenant for his lessor may be deducted from rent.** **68.** (1) When a tenant on his produce being lawfully distrained under this Act for the default of his landlord, makes any payment for the purpose of releasing such produce from distress he shall be entitled to M.T.B. 68.

deduct the amount of that amount from any rent payable by him to his landlord.

(2) Nothing in this section shall affect any other remedy to which such tenant would be entitled.

- M.T.B. 69. **69.** When any conflict arises between the distress of a landholder under this Act and an order issued by a civil court in execution of a decree for the attachment and sale of the property distrained by such landholder the landholder's distress shall prevail; but if the property is sold by a Collector in consequence of such landholder's distress the surplus proceeds of the sale shall not be paid under section 66 to the defaulter without the sanction of the court by which the order of attachment or sale in execution of a decree was issued. Conflict between distress by landholder and attachment by court.
- M.T.B. 70. **70.** Landholders may proceed under this Act against a ryot, or his surety, or both, provided that no more than the total sum of arrears and interest with costs and charges shall be realized from both, and provided also that no distraint shall be made upon the property of a surety until the arrear has been demanded from the defaulter, unless the defaulter has absconded, or cannot be found. Power of landholder to proceed against surety.
- M.T.B. 71. **71.** No appeal shall lie from any orders passed by a Collector under sections 51 to 58 and 64 but any person whose property is distrained by a landholder under section 41 in any case in which such distraint is not permitted by that section may institute a suit against the landholder for compensation. Right to sue for compensation for wrongful distress.
- M.T.B. 72. **72.** The Provincial Government may, from time to time, make rules consistent with this Act regulating the scale of charges which may be levied as costs of distress, custody of property and sale, and of enquiries by Collectors under sections 53 to 56, and regulating the procedure in such inquiries and in all cases of distress and sale of movable property under this Act. Power of Provincial Government to make rules.

CHAPTER VIII.

ATTACHMENT AND SALE OF RYOT'S HOLDING.

- M.T.B. 73. **73.** When an arrear due by a ryot is not paid within the current revenue year, it shall be lawful for the landholder to attach and sell the defaulter's holding or a part of his holding, in the manner hereinafter provided, in satisfaction of the arrear and of interest thereon and of costs, if any, of the attachment and sale. When holding may be attached.
- M.T.B. 74. **74.** When the landholder to whom an arrear is due intends to avail himself of the powers given by the last preceding section, he shall give to the defaulter a written notice of his intention to sell, and such notice shall state the amount due for arrears, interest and costs, if any, and shall inform him that, if the amount is not paid within one month from the date of service upon him, his holding or any part thereof specified in the said notice, will be sold. Notice of attachment.

The notice shall be served as prescribed in section 43 and a duplicate of the notice shall be sent to the Collector with an endorsement stating the date of service and the mode in which it was effected.

When and how holding may be sold. **75.** If no suit is instituted before the Collector M.T.B. 75. within thirty days from the date of service to set aside the notice, or if such suit is decided against the defaulter the landholder may take measures for the sale, which shall be conducted under the rules for the sale of movable property distrained for an arrear. The officer conducting the sale shall place the purchaser in possession.

Land revenue a first charge on holding. **76.** Subject to any claims of Government land-M.T.B. 76. revenue shall be a first charge upon the holding, and the landholder's right to sell shall not be defeated by any encumbrance.

Liabilities of purchaser as to encumbrances. **77.** When a holding or a part of a holding is sold M.T.B. 77. for an arrear due in respect thereof, either under the rules for the sale of movable property distrained for an arrear or in execution of a decree, the purchaser shall take subject to any encumbrances in favour of Government and subject also to any other encumbrances created before the but to no others.

Rules for disposal of sale-proceeds. **78.** The proceeds of a sale of a holding or a part of M.T.B. 78. a holding for an arrear shall be disbursed in like manner as the proceeds of a sale of distrained property are to be disbursed under section 66 and the defaulter shall receive from the officer who has conducted the sale of a receipt for an arrear discharged from the proceeds of sale. The rules prescribed by section 295 of the Code of Civil Procedure shall not apply to a sale for arrears under this Act.

When holding may be released from attachment. **79.** (1) After the sale of a holding or a part of M.T.B. a holding has been authorized in execution of a decree, it shall not be released from attachment unless, before it is knocked down to the auction-purchaser, the amount of arrears, interest and costs is paid, or the landholder makes an application for the release of the holding on the ground that the amount has been otherwise satisfied.

(2) Any person having the occupancy right in the holding or in part of the holding which is to be sold for an arrear any interest voidable on the sale or the defaulting ryot may, where the sale is authorized in execution of a decree, pay the amount due under this section to the officer conducting the sale and may, where the sale is authorized under section 75, pay the amount due to the officer conducting the sale or to the Collector or such other officer as the Provincial Government may order and the attachment shall thereupon be removed.

Amount paid to prevent sale to be, in certain cases, a mortgage-debt on the holding. **80.** (1) When any person having the occupancy M.T.B. 80. right in a holding or a part of a holding advertised for sale an interest which would be voidable upon the sale, pays to the officer conducting the sale or into the revenue court, or to the Collector or other officer

aforesaid, as the case may be, the amount requisite to prevent the sale—

- (a) the amount so deposited by him shall be deemed to be a debt bearing interest at $6\frac{1}{4}$ per centum per annum and to be secured by a mortgage of the occupancy right in the holding to him;
- (b) subject to any claims of Government such mortgage shall take priority of every other charge on the occupancy right in the holding other than a charge for an arrear; and
- (c) the sale shall then be stayed and the depositor shall be entitled to possession of the holding as a mortgagee and to retain possession of it as such until the debt with the interest due thereon has been discharged.

(2) Nothing in this section shall affect any other remedy to which any such person would be entitled.

(3) When more than one person having an interest as described in sub-section (1) desires to make payment as therein provided, preference shall be given to the person having priority of interest.

M.T.B. 81.

81. When a holding or part of a holding is advertised sale in execution of a decree against, or for an arrear due by a ryot defaulting, and an inferior tenant, whose interest would be voidable upon the sale, pays money into the revenue court or to the Collector or such other officer as aforesaid, as the case may be, in order to prevent the sale, he may, in addition to any other remedy provided for him by law, deduct the whole or any portion of the amount so paid from any rent payable by him to his immediate landlord.

Inferior tenant paying money to prevent sale may deduct from rent.

M.T.B. 82.

82. A landholder who has brought to sale a ryot's holding or a part of his holding for an arrear may, notwithstanding anything contained in section 294 of the Code of Civil Procedure, bid for or purchase the holding or a part thereof without the permission of the revenue court or the Collector, as the case may be.

Landholder may bid at sale.

M.T.B. 83.

83. (1) When a holding or a part of a holding is sold for an arrear due thereon, the defaulting ryot may, at any time within thirty days from the date of sale, apply to have the sale set aside on his depositing in the revenue court or with the Collector or such other officer aforesaid, as the case may be, for payment to the landholder, the arrear with interest and costs and, for payment to the purchaser, a sum equal to five per centum of the purchase money.

Application by defaulting ryot to set aside sale.

(2) If such deposit is made within the thirty days, the revenue court or the Collector shall pass an order setting aside the sale and the provisions of section 315 of the Code of Civil Procedure shall apply in the case of sale so set aside :

Provided that if a defaulting ryot applies under section 311 of the Code of Civil Procedure to set aside the sale of his holding or a part of his holding, he shall not be entitled to make an application under this section.

(3) Section 313 of the Code of Civil Procedure shall not apply to any sale under this Act.

CHAPTER IX.

REPAIR OF IRRIGATION WORKS.

Application
to District
Collector for
repair of
irrigation
works.

84. Any ryot or ryots holding irrigated land under M.T.B. 84.
a landholder may apply to the District Collector stating that the irrigation work whereby the land held by the applicant or applicants is served is out of repair and praying for the issue of an order under section 86 for the repair of the said work. The application shall state in sufficient detail the nature of the repairs deemed necessary and the probable cost of the same, and the extent of land-revenue derivable from the land irrigated by the work. The District Collector shall then by himself or by an officer subordinate to him, to whom he may depute the inquiry, cause to be served on the landholder a copy of the application and a notice to show cause, on a date to be stated in the notice, why the order prayed for should not issue. The notice shall also be posted in the village or villages wherein the land irrigated is situated.

Inquiry on
application.

85. On the day fixed in the notice, or on any other M.T.B. 85.
date to which the inquiry may be adjourned, the District Collector or officer as aforesaid shall hear the applicant or applicants, the landholder and any ryots of land irrigated by the work who may attend, and may take any evidence that he may think fit. If the inquiry is made by an officer other than the District Collector, he shall make a report thereon to the District Collector.

Order
inquiry.

86. If the District Collector is satisfied that the M.T.B. 86.
irrigation work is in such a state of disrepair as materially to prejudice the irrigation of the lands dependent upon the work and that the landholder is under the provisions of this Act bound to provide for its maintenance and that he has without sufficient cause failed so to do the District Collector may pass an order—

- (1) requiring the landholder to repair the work within a specified time; or
- (2) authorizing the execution by the applicant or applicants or by any of them and any other ryots willing to join with them, of any of the works stated in the application or shown at the enquiry to be necessary for the restoration of the irrigation work to efficiency and stating the estimated cost of the same. Such order shall also fix a reasonable time within which the works should be executed.

Provided that in the latter case such works shall be works of repair only and shall not include additions or improvements unless with the consent of the landholder; nor shall they include any petty works, such as the yearly clearance of supply and distribution channels, which by the custom of the country should be carried out by the ryots.

- M.T.B. 87. **87.** If the landholder refuses or neglects to carry out the order of the Collector, or if the ryots, owing to poverty or other disabling cause, are, in the Collector's judgment, incapable of undertaking the work, then the Collector may, with the previous sanction of the Provincial Government, execute the work and recover from the landholder all charges thus incurred by him as an arrear of revenue. Procedure when landholder refuses to carry out the Collector's order when the ryots are incapable of undertaking the work.
- M.T.B. 88. **88.** If the irrigation work belongs partly to an estate and partly to Government, the repair as aforesaid, shall invariably be executed by the Collector, with the previous sanction of Government; and the charges incurred shall be divided between the Government and the landholder in proportion to the extent of land belonging to Government and the estate which is irrigable by the work. The portion due by the landholder shall be recoverable by the Collector as an arrear of land-revenue. Procedure when the work belongs partly to an estate and partly to Government.
- M.T.B. 89. **89.** In case the works have been ordered to be executed by the ryots, the parties authorized to execute them may, after they have been carried out, apply to the District Collector for an order for the recovery of the cost of the same. The District Collector shall then take such steps as he may deem necessary to satisfy himself that the works have been executed properly and within the time fixed, and that the cost claimed is not excessive. He shall, if so satisfied, pass an order for the recovery, from the ryots holding land under the irrigation work, of such amount as he may find to be reasonably due on account of the works executed and not exceeding in the total one year's land-revenue payable for the lands irrigated by the irrigation work. The order shall set out the amount payable by each ryot in proportion to the extent of the land held by him and such amount shall be recoverable as an arrear of land-revenue due to Government. Recovery of cost of repair from ryots.
- M.T.B. 90. **90.** The amount recovered, less the cost, if any, of inspection of the works executed, shall be paid to the parties authorized under section 86. The cost of estimates and of inspection may be included in the amount to be stated in the order passed under section 86. Payment to persons executing repairs.
- M.T.B. 91. **91.** Every ryot from whom any such amount may be recovered under section 89 shall be entitled to deduct such sum from any land-revenue payable by him to the landholder; and a receipt for the sum recovered shall be valid as a receipt for land-revenue due by such ryot. Amount recovered for cost of repairs may be deducted from land-revenue.
- M.T.B. 92 (modified). **92.** No civil court shall entertain a suit or issue an injunction regarding a District Collector's proceedings under this chapter, but from any order issued by a District Collector an appeal shall lie to Board for Revenue cases, whose decision shall be final. Right of appeal.
- M.T.B. 93. **93.** Nothing contained in and no proceeding taken under this chapter shall bar a ryot from suing a landholder for damages before the Collector in respect of neglect to maintain an irrigation work. Saving of ryot's right to sue for damages.

CHAPTER X.

ILLEGAL CESSES.

Penalty for illegal exactions. **94.** (1) Landholders shall not levy any unauthorized tax or cess or charge on their ryots under any name or pretence. Every ryot from whom anything collected in excess of the land-revenue payable by him or other authorized charge specified in his patta shall be entitled to recovery by suit before the Collector, in addition to the amount so collected, such sum by way of penalty as the Collector thinks fit, not exceeding ten times the amount so collected. M.T.B. 94

(2) All stipulations and reservations for the payment of any such tax, cess, or charge, shall be void.

Explanation.—The levy of any tax on trees, or other tax, cess or charge, not included in the assets on which the peshkash of a permanently settled estate has been fixed, is illegal.

CHAPTER XI.

ACQUISITION OF LAND FOR BUILDING AND OTHER PURPOSES.

Acquisition of land for building and other purposes. **95.** (1) A principal civil court of original jurisdiction may, on the application of a landholder, which has been approved by the District Collector in writing, and on being satisfied that such landholder is desirous of acquiring a holding or a part thereof for some reasonable and sufficient purpose, having relation to the good of the holding or of the estate in which it is comprised, including the use of the ground for any religious, educational or charitable purpose approved by the District Collector and on being satisfied that the purpose is reasonable and sufficient, authorize the acquisition thereof by the landholder upon such conditions as the court may think fit, and require the ryot to sell his interest in the whole or such part of the holding to the landholder, upon such terms as may be approved by the court, including full compensation to the ryot. M.T.B. 95.

(2) In determining the amount of compensation, the court shall be guided, so far as may be practicable, by the rules contained in sections 23 and 24 of the Land Acquisition Act I of 1894, and shall add fifteen per centum to the full value of land and improvements as compensation for the compulsory acquisition.

CHAPTER XII.

RELINQUISHMENT OF LAND.

Relinquishment. **96.** (1) A ryot shall be allowed to relinquish his lands or any part of them before the end of any revenue year. M.T.B. 96.

(2) The relinquishment may take place according to the date prescribed in that behalf by the Government from time to time.

CHAPTER XIII.

SUBDIVISION AND TRANSFER OF HOLDING.

M.T.B. 97. 97. It shall not be competent to a landholder to refuse to consent to the division of a holding and to proportionate distribution of the land-revenue payable in respect thereof, and to enter into separate engagements with the several holders of the parts thereof so divided :

Provided that no landholder shall be compelled to consent to the division or further division, as the case may be, of a revenue field, or to the distribution of the land-revenue due on the field or on the part thereof included in the holding, as the case may be.

M.T.B. 98. 98. When a ryot transfers his interest in the whole or part of his holding the ryot and the transferee shall give notice of such transfer in writing to the landholder, and, unless and until such notice is given, they shall be jointly and severally liable to the landholder for arrears accruing due after the transfer, and all proceedings taken under this Act against the ryot shall be as effectual and binding upon the transferee as if they had been taken against the transferee himself.

M.T.B. 99. 99. When any landholder or landlord transfers the whole or a portion of his estate or land, the landholder or landlord and the transferee shall give notice of the transfer, by publication in the District Gazette and in such other manner as the Provincial Government by rule directs, to the ryots or the tenants as the case may be in the occupation of that land transferred, and, unless or until such notice is given no ryot or tenant shall be liable to the transferee for land-revenue or rent which became due after the transfer and was paid to the landholder or landlord before notice of such transfer was given to him, and all proceedings taken by any of the ryots or tenants to whom no such notice was given against the landholder or landlord shall be as effectual and binding on the transferee as if they had been taken in the first instance against the transferee himself.

EVICTION.

M.T.B. 100. 100. When any tenant shall be in arrear at the end of a revenue year and when there is no sufficient distress upon the premises to satisfy the arrear, the landlord or his authorized agent or either of them may apply to the Collector for a warrant authorizing him to enter upon and take possession of the premises. Such warrant shall be granted upon the production of a written statement of the person applying for the warrant, which statement shall contain the name of the defaulter, the description and extent of the premises, the amount due for arrears, interest and costs of distraint, if any, and the date at which it fell due, and also a declaration that there is no sufficient distress upon the premises. Such statement shall be filed in the office from which the warrant issues.

- Contents of warrant.** **101.** The warrant shall state the defaulter's name M.T.B. 101. the whole amount due and the description and extent of the premises, and shall set forth that, unless payment is made within fifteen days, the defaulter will be turned out of possession. The Collector may, for special reasons, extend the period of fifteen days mentioned in this section.
- Execution of warrant.** **102.** The warrant shall be entrusted to an officer M.T.B. 102. of police who shall serve it in the manner laid down in section 43 of this Act. If within fifteen days after service, or within the period extended by the Collector under the last foregoing section, the amount named in the warrant is not discharged, and if no suit has been filed by the defaulter, before the Collector to set aside the warrant, or if such suit has been decided against the defaulter, the police officer shall place the landlord or his authorized agent in possession.
- Penalty for producing false statement on an application under section 99.** **103.** If on any application for the issue of a war- M.T.B. 103. rant under section 100 a landlord or his authorized agent produces a statement which is false in any material particular the person producing the statement shall on conviction before a first or second class magistrate be liable to a fine which may extend to 500 rupees.
- Determination of tenancy.** **104.** Upon delivery of possession, the defaulter's M.T.B. 104. right and interest in the premises shall cease and determine, unless a suit is filed within one month in a civil court and an order is made in such suit setting aside the proceedings and restoring the tenant to possession.

CHAPTER XIV.

SURVEY, RECORD-OF-RIGHTS AND SETTLEMENT OF LAND-REVENUE.

- Power to order survey and record-of-rights.** **105.** (1) The Provincial Government may make an M.T.B. 105 (modified.) order directing that a survey be made and a record-of-rights be prepared in respect of a local area or estate by such officer or such officers as it shall see fit to empower in this behalf.
- (2) An order may be made under this section in any case in which the Provincial Government thinks fit to make such an order, including the following cases (namely):—
- (a) where the landholder or a large proportion of the ryots applies for such an order and deposits or gives security for such amount for the payment of expenses, as the Provincial Government directs;
 - (b) where the preparation of such a record is calculated to settle or avert a serious dispute existing or likely to arise between the ryots and their landholders generally or is required to secure either ryots or landholders in enjoyment of their legal rights; and
 - (c) where the local area is comprised in or constitutes an estate managed by the Government or by the Court of Wards.

(3) A notification in the official Gazette of an order under this section shall be conclusive evidence that the order has been duly made.

M.T.B. 106. **106.** When an order is made under the last foregoing section the particulars to be recorded shall include, either without or in addition to other particulars, all of the following, namely:—

- (a) the name of the landholder or landlord;
- (b) the name of the ryot or tenant;
- (c) the class to which he belongs, that is to say, whether he is a ryot, or a tenant;
- (d) the situation, extent and boundaries of the land held by the ryot or tenant as shown by the map of the village;
- (e) the land-revenue or rent payable at the time the record is being prepared;
- (f) the mode in which the land-revenue or rent has been fixed whether by order of a Collector; by contract or otherwise;
- (g) the special conditions and incidents, if any, of the tenure.

M.T.B. 107. **107.** On the application of a landholder or if there are more than one landholder, of the registered joint holders and on his or their depositing or giving security for the required amount for expenses, the District Collector may, subject to and in accordance with rules made in this behalf by the Provincial Government, make an order directing an officer or officers to ascertain and record the particulars specified in the last foregoing section with respect to the estate or any part thereof:

Provided that when an estate or part of an estate has been leased, assigned or mortgaged with possession and a question arises between the landholder and such lessee, assignee or mortgagee as to the right to make the application, the lessee, assignee or mortgagee shall be held to be the person entitled to make the application.

M.T.B. 108. **108.** (1) When the officer preparing the record of rights has after making such inquiry as he sees fit, completed a preliminary record for the local area, estate or part of a estate specified in the order, he shall cause a draft thereof to be locally published in the prescribed manner, under rules to be framed in this behalf by the Provincial Government, for a period of two months, and shall receive and hear any objection which may be made to any entry therein during the said period.

(2) No objection shall be entertained by the officer to any entry in the record unless it is made within the said period: and after the expiration of the said period, the publication of the draft shall be conclusive evidence that the record has been duly made.

M.T.B. 109. **109.** In hearing objections to entries in the record, the officer shall, subject to any rules made from time to time, in this behalf by the Provincial Government, adopt the procedure laid down in this Act for the trial

of suits by Collectors, and his decision in every such proceedings shall have the force of a decree :

Provided that when, on an objection to an entry in the record a *bona fide* dispute arises as to the title to be recorded as landholder or landlord, or as to the right to be recorded as ryot or tenant, or as to a claim to have land recorded free of land-revenue or rent-free, the officer shall, and, in any other case in which he deems fit, may stay proceedings and refer the objector to the civil court. If the objection does not, within thirty days of such order of reference file a suit in the civil court to set aside the entry objected to, the officer shall proceed to hear and dispose of the objection as if no such dispute had arisen.

Publication
of final re-
cord.

110. When all objections to the preliminary record M.T.B. 110 have been disposed of, the officer shall frame the final record and shall cause it to be published in the prescribed manner under rules to be framed in this behalf by the Provincial Government, and the publication shall be conclusive evidence that the record has been duly made under this chapter. The entries published shall be presumed to be correct until the contrary is proved :

Provided that when it appears to the officer that undue delay will be caused by deferring publication of the final record until all suits and appeals on objections to the preliminary record have been decided, the officer may first publish a final record of the cases in which no such suits and appeals have been filed and may thereafter publish, from time to time, supplementary final records of the cases in which such suits and appeals have been filed.

Settlement
of land-
revenue.

111. (1) When, in any proceeding under this M.T.B. 111
(modified). chapter, either the landholder or the ryot applies for a settlement of land-revenue on lands for which no permanent pattas are granted, or when it appears that a ryot is holding land in excess of or less than that for which he is paying land-revenue, or when land-revenue is admittedly payable but a dispute arises as to the amount or rate of land-revenue payable, the officer shall settle a fair and equitable land-revenue in respect of the land held by the ryot.

(2) In settling land-revenue, under this section, the officer shall presume, until the contrary is proved, that the land-revenue fixed in perpetuity at the Permanent Settlement is fair and equitable and shall have regard to the rules laid down in this Act for the guidance of Collectors in deciding disputes regarding rates of land-revenue.

Appeals
from deci-
sions of offi-
cers prepar-
ing record-
of-rights.

112. (1) The Provincial Government shall appoint M.T.B. 112
(modified). one or more persons to be a Special Collector or Special Collectors for the purpose of hearing appeals from the decisions of officers under this Chapter.

(2) An appeal shall lie to the Special Collector from the decision of an officer under this chapter; and the provisions of the Code of Civil Procedure shall, as nearly as may be, apply to all such appeals.

M.T.B. 113. **113.** When any land-revenue is settled under this chapter the settlement shall take effect from the beginning of the revenue year next after the publication of the final record and shall not thereafter be changed except under the provisions of rules (iv) and (v) of section 16. Time from which settlement of land-revenue is to take effect.

M.T.B. 114. **114.** When an order has been made under section 105— Stay of proceedings during preparation of record.

(1) no Collector shall, until the publication of the final record, entertain a suit or application for the alteration of the land-revenue, and no civil court shall until the publication of the final record entertain a suit or application for the determination of the status, of any ryot in the area or estate to which the order applies; and

(2) the Board for Revenue Cases or the High Court may, if it thinks fit, transfer to the officer preparing the record any proceedings pending before a Collector or in a civil court for the alteration of any such land-revenue or for the determination of any of the matters specified or referred to in section 106.

M.T.B. 115. **115.** When an order is made under this chapter, the expenses incurred by the Government in carrying out the provisions of this chapter in any local area or estate, or such part of those expenses as the local Government may direct, shall be defrayed by the landholders and ryots in that local area or estate in such proportions as the Provincial Government having regard to all the circumstances of each case, may determine; and the proportion of those expenses so to be defrayed by any person shall be recoverable by the Government from him as if it were an arrear of revenue due by him. Expenses of proceedings under chapter.

CHAPTER XV.

RECORD OF LANDHOLDER'S PRIVATE LAND.

M.T.B. 116. **116.** Nothing in Chapter III confer a right of occupancy in, and nothing in Chapter IV shall apply to a landholder's private lands known as kambattam, khas, seri, pannai, and the like. Saving as to landholder's private lands.

M.T.B. 117. **117.** The Provincial Government may, from time to time, make an order directing such officer or officers as it shall see fit to empower in this behalf to make a survey and a record of all the lands in a specified local area, which are a landholder's private lands within the meaning of the last foregoing section. Power to order survey and record of landholder's private lands.

M.T.B. 118. **118.** In the case of any land alleged to be a landholder's private land, on the application of the landholder or of any ryot claiming the land and on his depositing the required amount for expenses, the District Collector may subject to and in accordance with rules made in this behalf by the Provincial Governments, direct an officer to ascertain and record whether the land is or is not a landholder's private land. Power to record private land on application of landholder or ryot.

Procedure for recording private land. **119.** When an officer proceeds under either of the **M.T.B. 119.** two last foregoing sections, the provisions of sections 108 to 110 both inclusive, and section 112 shall apply.

Rules for determination of landholder's private land. **120.** (1) The officer preparing the record shall **M.T.B. 120.** record as the landholder's private land—

(a) land which is proved to have been cultivated as kambattam, khas, seri or pannai by the landholder himself with his own stock or by his own servants or by hired labour for twelve continuous years immediately before the date of the commencement of this Act; and

(b) cultivated land which is recognized by village usage as landholder's kambattam, khas, seri or pannai; and

(2) In determining whether any other land ought to be recorded as a landholder's private land, the officer shall have regard to local custom, and to the question whether the land was, before the , specifically let as his private land, and to any other evidence that may be produced; but shall presume that the land is not a landholder's private land until the contrary is shown.

(3) If any question arises in a civil court as to whether certain land is or is not a landholder's private land, the court shall have regard to the rules laid down in this section for the guidance of officers preparing records of landholder's private lands.

CHAPTER XVI.

JURISDICTION AND PROCEDURE.

Suits cognizable by the Collector sitting as a revenue court. **121.** (1) The following suits shall be heard and **M.T.B. 121.** determined by the Collector sitting as a revenue court and no civil court shall take cognizance thereof:—

(a) Suit regarding rates of land-revenue payable by ryots (16).

(b) Suit for the recovery of arrears of land-revenue (40).

(c) Suit under contracts for payment of land-revenue (17).

(d) Suit for reduction of land-revenue [(16) (v)].

(e) Suit for penalty for withholding receipt (22).

(f) Suit to obtain a patta (36).

(g) Suit to enforce acceptance of a patta (37 and 38).

(h) Suit by ryot to set aside distress (57).

(i) Suit by ryot for damage for irregular excessive or wrongful distress (64 and 71).

(j) Suit to set aside notice of intention to sell holding (75).

(k) Suit for penalty for illegal cess (94).

(l) Suit in relation to entry in preliminary record (108).

(m) Suit for ejectment of trespasser (137).

(n) Suit for damages not otherwise provided (145).

(2) In all the cases mentioned in the last preceding sub-section the decree of the revenue court shall be subject to appeal to the District Collector, and a further appeal shall lie from the District Collector to the Board for Revenue Cases in those cases in which the District Collector gives leave to appeal.

Appeals and second appeals in the above suits.

(3) The decision of the Special Tribunal shall be final.

Decision Special Tribunal final.

New. (4) (a) The Provincial Government shall constitute a tribunal called "The Board for Revenue Cases" which shall be the final appellate and revisional court in all cases and other proceedings arising under this Act.

(b) The Board for Revenue Cases shall consist of a president, and the Provincial Government may appoint thereto Commissioners not exceeding three in number.

(c) The Board shall be a body corporate and shall have perpetual succession and common seal.

New. (d) The President of the Board shall be

- (i) an advocate or pleader of not less than fifteen years' standing; or
- (ii) a person having held judicial office not inferior to that of a District Judge or the Chief Judge of the Court of Small Causes at Madras; or
- (iii) a person who has been a Commissioner of the Board for Revenue Cases for at least two years.

New. (e) A Commissioner of the Board for Revenue Cases shall be—

- (i) a person having been a pleader or advocate of not less than ten years' standing; or
- (ii) a person having held judicial office not inferior to that of a Subordinate Judge or of a Judge of the Court of Small Causes at Madras; or
- (iii) a person having held office for at least five years as a Collector under this Act.

New. (5) The Provincial Government may authorize a Commissioner to discharge the duties of the President.

New. (6) No act of the Board for Revenue Cases shall be deemed to be invalid by reason of absence on leave of the President or of a Commissioner or by reason of a vacancy in the office of the President.

New. (7) (a) Every Commissioner of the Board other than the President shall be entitled to hold office for three years from the date of his appointment.

(b) The President shall be entitled to hold office for six years from the date of his appointment :

Provided that if on the date of his appointment as President he is a Commissioner, he shall be entitled to hold office as President only up to the expiry of his term as Commissioner.

(c) An out-going President or Commissioner shall, if otherwise qualified, be eligible for re-appointment.

(8) The President and every Commissioner shall ^{New.} devote his whole time and attention to the duties of his office and shall not, without leave of the Provincial Government, engage in any other profession, trade or business or stand for election or be appointed as a member of a local body.

(9) (a) The President and other Commissioners ^{New.} shall each receive such salary as the Provincial Government may fix.

(b) The Provincial Government may make rules prescribing the travelling and other allowances to be paid to the President and each of the Commissioners and regulating the conditions of their service generally.

(10) The headquarters of the Board shall be at ^{New.} Madras. The Provincial Government may authorize the President and the Commissioners to travel outside the City of Madras for disposal of work.

(11) The Board shall hear and decide such ^{New.} appeals and revision petitions as would lie to it under the provisions of this Act and of the schedules thereto.

(12) The Board shall have general superintend- ^{New.} ence over all revenue and rent courts exercising jurisdiction under this Act.

(13) The Provincial Government may make rules ^{New.} prescribing the procedure to be followed for the disposal of the work in the Board and in courts subordinate thereto.

(14) Subject to the control of the Provincial ^{New.} Government and to such rules as Provincial Government may make—

(a) the President may from time to time determine the number, designation, grades, and scales of salary or other remuneration of the officers and servants of the Board; and

(b) the President shall have power to appoint and transfer such officers and servants, and may fine, reduce or suspend them or remove or dismiss them for carelessness, unfitness, neglect of duty, misconduct, breach of rules or discipline or other sufficient cause [or

(c) to recommend that the term of their service may be extended.]

(15) (i) A District Collector or Collector hearing ^{New.} suits or applications specified in this Act and in the schedule thereto and the Board for Revenue Cases exercising appellate or revisional jurisdiction therefrom shall hear and determine such suits or applications or exercise such jurisdiction as a revenue court.

New. No civil court in the exercise of its original jurisdiction shall take cognizance of any dispute or matter in respect of which such suit or applications might be brought or made.

(ii) Decrees and orders passed in the suits and applications referred to in sub-section (1) shall be subject to appeal as provided in the schedule.

(iii) The decision of a revenue court or of an appellate or revisional authority in any suit or proceeding under this Act on a matter falling within the exclusive jurisdiction of the revenue court shall be final and shall be binding on the parties thereto and persons claiming under them, in any suit or proceeding in a civil court in which such matter may be in issue between them.

(iv) The decision of a civil court on any matter falling within its jurisdiction shall be binding on the parties thereto and persons claiming under them in any suit or proceeding before a revenue court or an appellate or revisional authority in which such matter may be in issue between them.

New. (16) The period of limitation for an appeal or revision to the Board for Revenue Cases shall be sixty days.

New. (17) The provisions of the Code of Civil Procedure, 1908, in so far as they are not inconsistent with the provisions of this Act or the rules made thereunder, shall apply to suits, applications, appeals or other proceedings under this Act.

A revenue court may award costs to any party in any proceeding under this Act.

New. (18) A decree or order for payment of money passed by a revenue court may be transferred to a civil court for execution.

New. (19) (i) The District Collector may, by written order, distribute in such manner as appears fit any business cognizable under this Act by any Collector in the district and by like order he may withdraw any case pending before such Collector and either dispose of it himself or by written order refer it for disposal to any other Collector in the district. Where the District Collector withdraws to his own file and disposes of any case or proceeding before a Collector, the order passed by the District Collector in any such suit or proceeding shall be deemed to be the order of the Collector for purposes of appeal or revision.

(ii) The Board for Revenue Cases shall have the like powers of distribution, withdrawal and reference in respect of all District Collectors and, notwithstanding any order of the District Collector passed under sub-section (1) in respect of Collectors subordinate to him.

New. (20) The Board for Revenue Cases may call for the record of any proceeding before a Collector from whose decision no appeal lies, if such officer appears

to have exercised a jurisdiction not vested in him by law, or to have failed to exercise a jurisdiction so vested, or while acting in the exercise of his jurisdiction to have contravened some express provision of law affecting the decision on the merits, where such contravention has produced a serious miscarriage of justice; and the Board for Revenue Cases may after hearing the parties, if they attend, pass such order as seems fit.

(21) The Provincial Government may invest any person with all or any of the powers of a Collector, for any local area, in respect of all or any classes of original suits or proceedings instituted under this Act and may withdraw such powers, and the decisions passed by such person shall be subject to appeal and revision as if they were the decisions of the Collector who would have taken cognizance of the suits or proceedings if such person had not been so invested. New.

(22) The Provincial Government may appoint an officer, in addition to the District Collector, to exercise all or any of the powers of a District Collector under this Act. New.

(23) In the scheduled districts of Vizagapatam and Godavari, the Government Agent shall, for purposes of this Act, be the District Collector and the Assistant Agents in these districts shall for the same purpose be Collectors. New.

(24) (i) All suits, applications or proceedings cognizable by a Collector under this Act shall be brought, made or taken in the revenue division in which the holding or any portion of the holding, in connexion with which the suit is brought, the application is made or the proceedings are taken is situated. New.

(ii) Subject to the orders of a District Collector, a Collector may sit for the disposal of suits, applications and proceedings under this Act in any place within the district.

(25) Subject to the next following section, every suit instituted, appeal presented and application made after the period of limitation specified therefor in this Act shall be dismissed, although limitation has not been set up a defence. New.

(26) Subject to the provisions contained in the abovementioned section, the provisions of the Indian Limitation Act, 1908, except sections 6, 7, 8, 9, 19 and 20 shall apply to all suits, appeals and applications mentioned in the abovesaid section. New.

(27) (i) Any person deeming himself aggrieved New.

(a) by any proceeding taken under the colour of this Act or the rules framed thereunder, or

(b) by neglect or breach of any of its provisions or the rules, shall be at liberty to seek redress by filing a suit for damages before the Collector.

(ii) Provided always that any person who files a suit for damages under sub-section (1) shall not be entitled to file a suit in respect of the same cause of action before a civil court.

(28) (i) Any act, appearance or application before the Board for Revenue Cases, or any District Collector, or Collector or officer which is required or authorized by this Act to be made or done by a landholder, may be made or done also by an agent empowered in this behalf by a written authority under the hand of such landholder.

(ii) Every notice required by this Act to be served on or given to a landholder shall, if served on or given to an agent empowered as aforesaid to accept service of or receive the same on behalf of the landholder, be as effectual for the purposes of this Act as if it had been served on or given to the landholder in person.

(iii) Every document required by this Act to be signed or certified by a landholder may be signed or certified by an agent of the landholder authorized in writing in that behalf.

M.T.B. 122. **122.** (1) The following application shall be disposed of by the Collector and no civil court shall take cognizance thereof:—

Application cognizable by the Collector.

- (a) Application to adjust land-revenue where the ryot gives notice of intention to mine a quarry for profit [(4) (13) (c)].
- (b) Application for sanction to fix additional land-revenue [(16) (iv)].
- (c) Application for leave to deposit land-revenue (24).
- (d) Application to appraise or divide produce (28, 29 and 30).
- (e) Application to file patta in the office of Collector or other officer (32).
- (f) Application for order to make good damage to property distrained (53).
- (g) Application by third party as to produce distrained (54).
- (h) Application for order for delivery up of property fraudulently distrained (55).
- (i) Application for restoration of distrained property (56 and 64).
- (j) Application for order for sale of distrained property (57).
- (k) Application for defaulting ryot to set aside sale of holding (83).
- (l) Application for warrant for taking possession of premises (100).
- (m) Application for extension of time for taking possession (101).

(2) Except as otherwise provided in this section, the order of the Collector on any application mentioned in sub-section (1) shall be final.

Order of the Collector under sub-section (1) final.

Exception.

(3) In the following cases the order of the Collector shall be subject to appeal to the District Collector whose decision shall be final:—

- (a) Application to adjust land-revenue [4 (13) (c)].
- (b) Application for sanction to fix additional land-revenue [16 (iv)].
- (c) Application to appraise or divide produce (28, 29 and 30).
- (d) Application by defaulting ryot to set aside sale (83).
- (e) Application for warrant for taking possession of premises (100).

Disposal of application regarding repair of irrigation works.

(4) Any application under the provisions of this Act in relation to the repair of irrigation works shall be disposed of by the District Collector, and an appeal shall lie from any order made by him on any such application to the Board for Revenue Cases, and the decision of the Board for Revenue Cases shall be final.

Disposal of applications regarding preparation of the record of rights.

(5) Any application under the provisions of this Act in relation to the preparation of the record of rights shall be made to the Special Collector appointed by the Government, and an appeal shall lie to the Board for Revenue Cases from any decision of the Special Collector in respect of the settlement of land-revenue, but in no other case.

Limitation for appeals under sections 121 and 122.

123. The period of limitation for an appeal under the last two foregoing sections shall run from the date of the order or decree appealed against, and shall be as follows: that is to say:—

M.T.B. 123 (modified).

- (a) When the appeal lies to the District Collector—Thirty days.
- (b) When the appeal lies to the Board for Revenue Cases—Sixty days.

Superintendence and control over Revenue officers and revenue courts.

124. (1) The general superintendence and control over all other Revenue officers and revenue courts shall be vested in, and all such officers and courts shall be subordinate to, the Board for Revenue Cases.

M.T.B. 124 (modified).

(2) For the purpose of this Act, subject to the general superintendence and control of the Board for Revenue Cases, a District Collector shall control all other Revenue officers and revenue courts in his district.

Power to distribute business, and withdraw and transfer cases.

125. (1) The Board for Revenue Cases or the District Collector may by written order distribute business in such manner as it or he thinks fit, to any Collector or revenue court under its or his control.

M.T.B. 125 (modified).

(2) The Board for Revenue Cases or a District Collector may withdraw any case pending before any Collector or revenue court under its or his control, and either dispose of it itself or himself, or by written order refer it for the disposal to any other Collector or revenue court under its or his control.

Power to call for examine and revise proceedings of Revenue officers and revenue courts.

126. (1) The Board for Revenue Cases may at any time call for the record of any case pending before, or disposed of by, any Revenue officer or revenue court subordinate to it.

M.T.B. 126 (modified).

(2) A District Collector may call for the record of any case pending before, or disposed of by, any Revenue officer or revenue court under his control.

(3) If in any case in which a District Collector has called for a record, he is of opinion that the proceedings taken or the order or decree made should be modified or reversed, he shall submit the record with his opinion on the case for the orders of the Board for Revenue Cases.

(4) If after examining a record called for by itself under sub-section (1) or submitted to it under sub-section (3) the Board for Revenue Cases is of opinion that it is inexpedient to interfere with the proceedings or the order or decree, it shall pass an order accordingly.

(5) If after examining the record, the Board for Revenue Cases is of opinion that it is expedient to interfere with the proceedings or the order or decree on any ground on which the High Court in the exercise of its revisional jurisdiction may under the law for the time being in force interfere with the proceedings or an order or decree of a civil court, it shall fix a day for hearing the case, and may, on that or any subsequent day to which it may adjourn the hearing or which it may appoint in this behalf pass such order as it thinks fit in the case.

(6) Except when the Board for Revenue Cases fixes under sub-section (5) a day for hearing the case, no party has any right to be heard before the Board for Revenue Cases when exercising its powers under this section.

New.

127. Any case or proceeding pending before the Board for Revenue Cases or before any revenue court may, if the Board for Revenue Cases deems it advisable for reasons to be recorded be referred by the Board for Revenue Cases for the decision of or orders of the High Court.

Power to refer a case or proceeding for the decision or orders of the High Court.

M.T.B. 128 (modified).

128. The Provincial Government may invest any Revenue or Judicial officer with all or any of the powers of a Collector, to be exclusively exercised within any local area, in respect of all or any classes of original suits or proceedings instituted under this Act, and may withdraw such powers, and the decisions passed by such Revenue or Judicial officer shall be subject to appeal as if they were the decisions of the Collector who would have taken cognizance of the suits or proceedings if the Revenue or Judicial Officer had not been so invested.

Power to invest Revenue or Judicial officer with powers of Collector.

M.T.B. 129.

129. (1) The cause of action in all suits triable by civil courts between landholder and ryot or landlord and tenant as such shall, for the purposes of the Code of Civil Procedure, be deemed to have arisen within the local limits of the jurisdiction of the civil court which would have jurisdiction to entertain a suit for the possession of the holding in connexion with which the suit is brought.

Jurisdiction in proceedings under Act.

(2) When a suit is triable by a Collector, the cause of action shall be deemed to have arisen in the revenue division of the district where the land is situated.

Agents may
be em-
ployed.

130. Plaintiffs and defendants shall be allowed to M.T.B. 130.
employ a relative, a servant or other authorized agent
to act in their behalf in suits brought before Collectors
under this Act.

Special
register of
suits.

131. Every Collector shall keep a register, in the M.T.B. 131.
following form, of the suits heard and decided by
him:—

Number of suits.	Date of plaint.	Abstract of plaint.	Abstract of defence.	Date and abstract of judgment.

Procedure in
suits before
Collectors.

132. The trial of suits by Collectors under this Act M.T.B. 132
and the publication of reports of case finally decided (modified).
shall be regulated by rules consistent with this Act,
which the Provincial Government is hereby empowered
to make and by the following provisions:—

- (i) A date shall be fixed for the hearing of the suit, and the same shall be notified to the parties, who shall be entitled to be heard, in person or by agent, and the summons shall be for final disposal unless the Collector, for reasons to be recorded, otherwise orders.
- (ii) The parties shall be entitled to produce witnesses and to demand that any person whose evidence they require shall be summoned as a witness, and the officer trying the suit shall comply with such demand unless for reasons to be recorded, he considers it unnecessary to do so.
- (iii) The officer trying the suit shall record with his own hand, in English, a memorandum containing the material portions of the evidence and he shall record, either in the same way or by dictation to a shorthand-writer, whose transcript he shall correct where necessary and sign, his decision and the reasons therefor.
- (iv) No judgment of a Collector under this Act shall be set aside for want of form or for irregularity in the procedure, but upon the merits only.
- (v) In every decree or order passed in any suit under this Act, the Collector shall have full power to give and apportion costs of the suits or application in any manner he thinks fit, and he shall direct by whom the costs of each party are to be paid and whether in whole or in what part or proportion.

- (vi) Subject to rules to be made by the Provincial Government under this Act and to the provisions of this Act, the Code of Civil Procedure in so far as it may be applicable shall apply to all suits tried by Collectors under this Act.

M.T.B. 133
(modified).

133. (1) In any suit for land-revenue or rent or in any proceeding under this Act to recover land-revenue or rent if a ryot admits that money is due from him on account of land-revenue or rent, but pleads that it is due not to the plaintiff or applicant but to a third person, the revenue court or Collector, as the case may be, shall, except for special reasons to be recorded in writing, refuse to take cognizance of the plea unless the ryot or the tenant pays into the revenue court or the office of the Collector the amount so admitted to be due. Payment of money admitted to be due to third person.

(2) Where such a payment is made, the revenue court or Collector shall forthwith cause notice of the payment to be served on the third person.

(3) Unless the third person, within three months from the receipt of the notice, institutes a suit before the Collector against the plaintiff and therein obtains an order restraining payment out of the money, it shall be paid out to the plaintiff on his application.

(4) Nothing in this section shall affect the right of any person to recover from the plaintiff money paid to him under sub-section (3).

M.T.B. 134.

134. In any suit for land-revenue or in any proceeding under this Act to recover land-revenue if a ryot admits that money is due from him to the plaintiff or applicant on account of land-revenue but pleads that the amount claimed is in excess of the amount due, the revenue court or Collector, as the case may be, shall, except for special reasons to be recorded in writing refuse to take cognizance of the plea unless the ryot pays into such court or office the amount so admitted to be due. Payment of money admitted to be due to landholder.

M.T.B. 135.

135. When a ryot is liable to pay money into the revenue court or office of the Collector under either of the last two foregoing sections, if such court or Collector thinks that there are sufficient reasons for so doing, the revenue court or Collector may take cognizance of the ryots plea on his paying such reasonable portion of the money as the revenue court or Collector directs. Provision as to payment of portion of money.

M.T.B. 136.

136. When a ryot pays money under either of the said sections, the revenue court or Collector shall give the ryot a receipt, and the receipt so given shall operate as an acquittance in the same manner and to the same extent as if it had been given by the plaintiff, the applicant or the third person, as the case may be. Court or Collector to grant receipt.

M.T.B. 137.

137. When a plaintiff institutes a suit in a revenue court for the ejectment of a trespasser, he may, if he thinks fit, claim an alternative relief that the defendant be declared liable to pay for the land in his possession a fair and equitable rate of land-revenue to be determined by the Collector; and the Collector may grant such relief accordingly. Power of Collector to fix fair rate of land-revenue as alternative to ejectment of trespasser.

CHAPTER XVII.

CONTRACT AND CUSTOM.

What contract shall be recognized by a Collector or court.

138. A Collector or court shall not recognize any contract relied upon by a landholder under this Act for enhancing the land-revenue, or for reducing it. M.T.B. 138. (modified).

Restrictions on exclusion of Act by agreement.

139. (1) Nothing in any contract between a landholder and a ryot made before or after the passing of this Act— M.T.B. 139.

- (a) shall bar in perpetuity the acquisition of an occupancy right in land, or
- (b) shall take away in occupancy right in existence at the date of the contract, or
- (c) shall entitle a landholder to evict a ryot otherwise than in accordance with the provisions of this Act, or,
- (d) shall take away or limit the right of a ryot to make improvements.

(2) Nothing in any contract made between a landlord and a ryot since the _____ and before the _____ shall prevent a ryot from acquiring in accordance with this Act an occupancy right in land.

(3) Nothing in any contract made between a landholder and a ryot after the _____ shall—

- (a) prevent a ryot from acquiring an occupancy right in land;
- (b) take away or limit the right of a ryot to use land as provided by section 4 (11) of this Act;
- (c) take away the right of a tenant to surrender his holding or part of his holding in accordance with section 95;
- (d) take away the right of a tenant to transfer or to bequeath his holding or part of his holding in accordance with any law or custom to which he is subject; and
- (e) affect the provisions of section 20 relating to interest payable on arrears of land-revenue.

Home-steads.

140. When a ryot holds his dwelling-house, with cattle-sheds and other appurtenances necessary or convenient for the purpose of agriculture, otherwise than as part of his holding as a ryot, the incidents of his tenure of the same shall be regulated by local custom or usage and, subject to local custom or usage, by the provisions of this Act. M.T.B. 140.

Saving of custom.

141. Nothing in this Act shall affect any custom usage or customary right not inconsistent with, or not expressly or by necessary implication modified or abolished by, its provisions. M.T.B. 141.

CHAPTER XVIII.

LIMITATION.

Limitation in suits, etc., in Schedule II.

142. (1) The suits and applications specified in Schedule II annexed to this Act shall be instituted and made within the time prescribed in that schedule M.T.B. 142.

for them respectively; and every such suit instituted or application made after the period of limitation so prescribed shall be dismissed; although limitation has not been pleaded.

(2) Nothing in this section shall revive the right to institute any suit or to make any application which would have been barred by limitation if it had been instituted or made immediately before the commencement of this Act.

M.T.B. 143. 143. (1) Sections 7, 8 and 9 of the Indian Limita- Portions of Indian Limitation Act not applicable to such suits, etc. tion Act, 1877, shall not apply to the suits and applications mentioned in the last foregoing section.

(2) Subject to the provisions of this chapter, the provisions of the Indian Limitation Act, 1877, shall apply to all suits, appeals and applications mentioned in the last foregoing section.

CHAPTER XIX.

SUPPLEMENTAL.

Penalties.

M.T.B. 144. 144. (1) If any person otherwise than in accordance Penalties for illegal interference with produce. with this Act or some other enactment for the time being in force—

- (a) distrains or attempts to distrain the produce of a ryot's or a tenant's holding; or
- (b) resists a distraint duly made under this Act, or forcibly or clandestinely removes any produce duly distrained under this Act; or
- (c) except with the authority or consent of the ryot or tenant, prevents or attempts to prevent the reaping, gathering, storing, removing, or otherwise dealing with any produce of a holding:

he shall be liable to imprisonment of either description for a term which may extend to three months or to fine which may extend to five hundred rupees, or to both.

(2) Any person who within the meaning of the Indian Penal Code, abets the doing of any act mentioned in sub-section (1) shall be deemed to have abetted an offence within the meaning of that Code.

(3) Persons entering the apartments of women or forcing open the outdoors of dwelling-houses contrary to the provisions of this Act shall be deemed to have committed house trespass within the meaning of the Indian Penal Code.

General Right of Suit.

M.T.B. 145. 145. (1) No person deeming himself aggrieved, (a) General right of suit for damages. by any proceedings taken under colour of this Act, or (b) by neglect of or breach of any of its provisions, shall be at liberty to seek redress by filing a suit for damages before the Collector.

(2) This section shall not be deemed to give any right of action in a civil court in any case coming within the jurisdiction of this Act.

Agents of Landlords.

Power of
landlord to
act through
agent.

146. (1) Any appearance, application or act before, **M.T.B. 146.**
or to any revenue court, Collector or officer, required
or authorized by this Act to be made or done by a
landlord, may, unless such court, Collector or officer
otherwise directs, be made or done also by an agent
empowered in this behalf by a written authority under
the hand of the landlord.

(2) Every notice required by this Act to be served
on or given to a landlord shall, if served on or given
to an agent empowered as aforesaid to accept service
of or receive the same on behalf of the landlord, be as
effectual for the purposes of this Act as if it had been
served on or given to the landlord in person.

(3) Every document required by this Act to be
signed or certified by a landlord, except an instru-
ment appointing or authorizing an agent, may be
signed or certified by an agent of the landlord autho-
rized in writing in that behalf.

Joint land-
lords to act
collectively
or by com-
mon agent.

147. Where two or more persons are joint land- **M.T.B. 147.**
lords, anything which the landlord is under this Act
required or authorized to do must be done either by
both or all these persons acting together, or by an
agent authorized to act on behalf of both or all of them.

*Saving of land revenue or rent enhanced during
publication of Act.*

Invalidation
of enhance-
ment during
publication
of Act.

148. No enhancement of land revenue or rent made **M.T.B. 148.**
or agreed to and the date of commencement of this Act
shall be valid or binding on any ryot.

Publication of Rules under Act.

Rules to be
made after
previous
publication.

149. Wherever power is expressed to be given to **M.T.B. 149.**
the Provincial Government to make rules under this
Act, such power is given subject to the condition of the
rules being made after previous publication.

Delegation of Powers.

Delegation
of powers to
Board for
Revenue
cases.

150. The Provincial Government may delegate to **M.T.B. 150.**
the Board for Revenue Cases all or any of its powers
under this Act save and except the powers specified in
the next following section and in sections 1, 3 (2), 105,
112, 117 and 128.

Investiture
of officer
with powers
of District
Collector.

151. The Provincial Government may from time to **M.T.B. 151.**
time appoint an officer to exercise in addition to the
District Collector all or any of the powers of the
District Collector under this Act.

152. (a) Whenever a holding or any portion there-
of is transferred or whenever the same devolves by
operation of law, the landholder shall be bound to
recognize such transfer or devolution and if neces-
sary, enter into a fresh engagement or engagements.

(b) The Provincial Government may make rules
for carrying out the provisions of sub-section (a).

153. When any landholder transfers the whole or a portion of his estate or land, or when any estate or land is partitioned among co-sharers, the landholder and the transferee or co-sharer, as the case may be, shall give notice of such transfer or partition, by publication in the District Gazette and in such other manner as the Provincial Government may by rule direct, to the ryots as the case may be in occupation of the land transferred or partitioned, and unless and until such notice is given, no ryot shall be liable to the transferee or co-sharer for any land-revenue which became due after the transfer or partition and was paid to the landholder before notice of such transfer or partition was given to the ryot, and all proceedings against the landholder taken by any of the ryots to whom no such notice was given shall be as effectual and binding on the transferee or co-sharer as if they had been taken in the first instance against the transferee or co-sharer himself.

154. A person who unauthorizedly occupies ryoti land which at the time of occupation is not held by any ryot, shall be liable to pay for each revenue year or portion thereof the land revenue fixed for that land or if no land revenue has been fixed, such sum as the Collector may on application determine to be fair and equitable.

155. (1) Any person who otherwise than by inheritance or legal transfer occupies ryoti land in an estate and has not been admitted as a ryot by the landholder or is not deemed to have been admitted as a ryot under the provisions of this Act shall be liable to ejectment as a trespasser by suit before a Collector.

(2) Such suit shall be instituted within three years from the date of commencement of the occupation.

(3) In any suit for ejectment under this section, the landholder shall also be entitled to mesne profits at the rates which the Collector may determine in accordance with the provisions of this Act:

Provided that where the landholder has received land revenue for any year, he shall not be entitled to mesne profits for that year.

156. (1) An Application for commutation, enhancement, reduction or revision of land revenue may be made against or by any number of ryots collectively:

Provided that all such ryots are ryots of the same landholder and that all the holdings in respect of which the application is made are situated in the same village and that the grounds of commutation enhancement, reduction or revision, as the case may be, are the same: Provided also that, if it appears to the Revenue Court that the application cannot be conveniently disposed of jointly, the Court may, at any time before the first hearing of its own motion or on the application of any of the parties, or, at any

subsequent stage, if the parties agree, order separate trials of the application or make such other order as may be necessary or expedient.

(2) No order shall be passed in any application under sub-section (1) affecting the interests of any person unless the Court is satisfied that the person has had an opportunity of appearing and being heard.

(3) The order shall specify the extent to which each of the ryots is affected thereby.

157. The Provincial Government may, after previous publication, make rules for the purpose of carrying out the provisions of this Act.

In particular and without-prejudice to the generality of the foregoing provisions, the Provincial Government may make rules—

- (1) prescribing penalties for violation of any provisions of this Act;
- (2) to regulate the procedure to be followed by District Collector and Collectors in the discharge of any duty imposed upon them by or under this Act, and may by such rules confer upon any such officer—
 - (a) any power exercised by a civil court in the trial of suits;
 - (b) power to enter upon any land and to survey, demarcate and make a map of the same and any power exercisable by any officer under the Madras Survey and Boundaries Act, 1923;
 - (c) power to cut and thresh the crops on any land and weigh or measure the produce, with a view to estimating the capabilities of the soil; and
 - (d) power to consolidate applications for purposes of joint enquiry;
- (3) for determining the conditions under which ryots may join in a common application under section 132.
- (4) prescribing forms and the mode of service of notices under this Act where no form or mode is prescribed by this or by any other Act;
- (5) as to the procedure to be followed in applications under this Act;
- (6) as to the fees, costs and charges to be paid under or for the purposes of this Act;
- (7) for the use of threshing floors, cattle-stands, village-sites, grazing grounds, hill and forest porambokes, beds and bunds of tanks; supply, drainage surplus or irrigation channels and other lands set apart for communal purposes;

- (8) for the sale of distrained crops or products which are in their nature speedily perishable;
- (9) for the survey of lands, the preparation of record-of-rights and of a settlement record of shist;
- (10) prescribing the form in which registers shall be maintained of suits, applications and other proceedings disposed of under this Act; and
- (11) in all cases in which rules are required to be made under the provisions of this Act.

158. The Provincial Government may make rules altering, adding to, or cancelling—

- (1) the schedule or any portion of the schedule to this Act.
- (2) All references made in this Act to the afore-said schedule shall be construed as referring to such schedule as amended in exercise of the powers conferred by sub-section (1).

Transitory Provisions.

159. All suits, applications, appeals or other proceedings pending before a Collector, or District Collector or the Board of Revenue on the date of the commencement of this Act shall be heard and disposed of by the Collector, District Collector or the Board of Revenue, as the case may be, as if this Act had not been passed.

160. Against orders and decrees passed by a Collector or District Collector in suits, applications or other proceedings after the commencement of this Act, appeals and revision petitions shall lie according to the provisions of this Act.

- 1. B. VENKATACHALAM PILLAI.**
- 2. V. V. JOGIAH.**
- 3. M. PALLAM RAJU.**
- 4. P. S. KUMARASWAMI RAJA.**
- *5. B. NARAYANASWAMI NAIDU.**
- *6. M. VENKATARAMAYYA APPA
RAO,
Zamindar of Mirzapuram.**
- *7. A. RANGASWAMI.**
- *8. MAHBOOB ALI BAIG.**
- 9. T. PRAKASAM,
Chairman.**

7th November 1938.

* Subject to a Minute of dissent.

SCHEDULE II.

LIMITATION.

Part I—Suits.

Description of suit.	Period of limitation.	Time from which period begins to run.
* Suit regarding rates of land-revenue payable by ryots under section (16).	....	....
Suit for the recovery of arrears of land-revenue under section (40).	Three years ..	.. The date when the arrear became due.
Suit under contracts for the payment of land-revenue under section (17).	Three years ..	.. The date of the breach.
Suit for reduction of land-revenue under section 16 (v).	Three years ..	.. The date of the raising of land-revenue.
† Suit for penalty for withholding receipt under section (22).	....	....
Suit to obtain a puttah under section (36).	Three months	.. The date of the expiration of three months after demand.
Suit to enforce acceptance of a puttah under sections (37) and (38).	Three months	.. The date of the expiration of one month after refusal or neglect.
† Suit by a ryot to set aside distress under section (57).	....	....
Suit by ryot for damage for irregular or wrongful distress under sections (71) and (78).	Three months	.. The date of the alleged wrongful distress.
* Suit to set aside notice of intention to sell holding under section (75).	....	....
Suit for penalty for illegal cess. section (94).	Six months..	.. The date of the levy of the unauthorized tax or charge.
* Suit in relation to entry in preliminary record under sections (108) and (109).	....	....
Suit to restrain payment of money under section (133).	....	....
* Suit for ejectment of trespasser under section 137).	....	....
Suit for damages not otherwise provided for under section (145).	Three months	.. The date of the accrual of the cause of action.

Part II—Applications.

Description of application.	Period of limitation.	Time for which period begins to run.
* Application to adjust land-revenue where ryot gives notice of intention to mine or quarry, under section 4 (13) (c).	....	....
* Application for sanction to fix additional land revenue under section 16 (iv).	....	....
Application for leave to deposit land-revenue under section (24).	Six months..	.. The date when the land revenue became due.
* Application to appraise or divide produce under sections (28), (29) and (30).	....	....
* Application to file puttah in the office of Collector or other officer under section (32).	....	....
Application for order to make good damage to property distrained under section (53).	Three months	.. The date when the loss, damage or destruction of the property distrained became known to the owner.
† Application by third party as to produce distrained under section (54).	....	....
Application for order for delivery up of property fraudulently conveyed under section (55.)	Three months	.. The date when the fraudulent conveyance became known to the distrainer.
Application for restoration of distrained property under sections (56) and (64).	Three months	.. The date when the taking away of property forcibly or clandestinely became known to the distrainer or the irregularity in distraining, etc., became known to the owner as the case may be.
† Application for order for sale of distrained property under section (57).	....	....
† Application by defaulting ryot to set aside sale of holding under section (83).	....	....
* Application for warrant for taking possession of premises under section (100).	....	....
* Application for extension of time for taking possession under section (101).	....	....

* Limitation inapplicable.

† Unnecessary. Section itself prescribes period.

MINUTES OF DISSENT

(1)

MINUTE OF DISSENT SUBMITTED BY Mr. A. RANGASWAMI
AYYANGAR, M.L.C.

With many of the conclusions of the majority report, I gladly agree. But on the most important of the questions involved, namely, the question of how the rents should be settled, I am unable to agree with the conclusions of the majority and with respect to some other matters also herein referred to, I am setting forth my recommendations which are somewhat different from those embodied in the majority report.

The basis of the Permanent Settlement, broadly speaking, was, that the land revenue payable by the ryot to the Government which was generally being paid by a share of the produce of the land was permanently fixed, the money value thereof was also computed at the then price level and two-thirds of the said amount was made payable to the Government by the zamindar as peshkash, the balance one-third being retained by him in consideration for his services in collecting the land revenue, though this one-third was in actual practice very much more than a third. Not only the peshkash but also the total revenue payable by the ryot was then permanently fixed, and neither the Government nor the zamindar was thought competent to increase the revenue payable by the ryot. The zamindar was under no circumstances entitled to enhance the revenue, which was mis-called rent, payable by the ryot though the zamindar was entitled to the benefit of increased revenue, derived from extended cultivation which he might bring about by assignment of waste lands after the Permanent Settlement. The zamindar was further charged with the duty of maintaining the existing irrigation works and constructing new ones, and he was also expected to look to the material and moral welfare of the ryots who were supposed to be placed under his charge. He was expected to spend a portion of the revenue allotted to him in the maintenance of such benevolent works as hospitals, schools, veterinary institutions and the like for the benefit of the ryots and advancement of agriculture as well as for "prevention and relief of distress among his tenantry." This in short is the basis and scheme of the Permanent Settlement and the implications of the engagement with the zamindars.

The juristic nature of the office of a zamindar under the Permanent Settlement is partly that of a farmer of revenue, partly that of a public administrator, and partly that of a private owner, and hence arise the confusing and conflicting theories regarding the position and status of the zamindar, his powers and duties. It is, however, clear that the ryot is in no sense a tenant in the English sense of the word. He does not hold his land under the zamindar and what he pays is not rent in the English sense but only revenue to the State and his position has been approximated by judicial decisions to that of a co-owner with the zamindar rather than to a tenant under him.

Coming to the question of what is a *fair and equitable rent*, i.e., *revenue*, we have seen that the zamindar who has got his peshkash fixed on the basis of the proportion and of the price level prevailing in 1802 cannot now complain if the same principle is now adopted in respect of the portion of the revenue to be retained by him. That is to say, the ryot is in justice and equity bound to pay not more than the share of the produce he was paying just before the Permanent Settlement computed at the then prevailing rates of prices, on a calculation of which the peshkash had been fixed. This is the recommendation of the majority of us.

This mode of settling rents may be said to be correct from a purely theoretical point of view and the zamindars may not possibly raise the objection that any rights created under the Permanent Settlement are sought to be altered. But from a practical point of view, several difficulties are bound to occur. In working out the aforesaid principle, the difficulties of the Settlement Officer will be great and numerous; the method of settlement is new and unfamiliar. A wide exercise of his discretion will be inevitable much to the prejudice of the ignorant and poor ryot who has no resources or materials to check the vagaries of the officer. On the other hand the officers of the Settlement department have evolved definite and well-defined principles for ryotwari settlement. The ordinary ryot also knows the adjacent ryotwari rates and he cannot be much deceived in the process of the settlement. None of the large number of witnesses examined before us on behalf of the ryots urged this position taken by the majority report, viz., the 1802 principle, nor was it suggested to any of the witnesses for the landlord or the ryot and not a whisper of this idea is found in any of the innumerable memoranda filed before us. There is no evidence as to how this method will affect the ryots or the zamindars. We

have to take note of facts as they now exist and deal with them under present-day conditions. Over a century has elapsed after the Permanent Settlement and we are not dealing with the original parties; sales and purchases of zamins and kudiwarams have been going on, on foot of varying rates.

For another reason also I am not able to accept the report of the majority of us on this point. The people of India have always been maintaining that the Permanent Settlement was a great wrong done to them. The people of the land can never accept the political validity of the so-called Permanent Settlement or the moral justice thereof so as not to be repudiated if and when occasion arises. But the majority report, as I read it, seems to confirm and ratify the Permanent Settlement and impliedly to invite this Government also to set its seal of approval on the same and foreswear its right of taxation according to the exigencies of the State which are always more paramount than private rights. It is one thing to say that at present we are not affecting the rights created by the Permanent Settlement; but it is wholly different to say that we accept and give it the legislative recognition as the preamble for the draft bill involves and I am therefore wholly against the preamble of the draft bill or the recommendations in the majority report in conformity therewith.

Further, once we come to the conclusion that what the ryot pays is not rent but a public tax, we cannot differentiate between the burden of the zamin ryot and that of the Government ryot in the matter of paying public revenue with any degree of justification, for all are liable to be equally taxed. I think therefore, that the only equitable method of settling a fair rent under the existing circumstances is, by adopting the principles of ryotwari settlements as in Government areas, i.e., the principle of half-net; but since in some rare cases the rates may be less than those so to be fixed, the existing rates should not be enhanced if they happened to be lower than the Government rates. This is supported by the bulk of the evidence tendered on behalf of the ryots. I am unable to say that the almost unanimous demand on behalf of the ryots for the adoption of the neighbouring Government rates was not made with full consciousness of their rights and liabilities or was not a considered one by them.

Having regard to the fact that in some places the waram system still prevails and in view of some of the advantages of the waram system, viz., its automatic character of remission and its adjustability to exchange fluctuations I would like to give a kind of election or option to the ryots in the matter of paying revenue, that is to say, that if they elect to pay revenue in kind they may pay at the rate of one-third gross which is generally and roughly equivalent to half-net or at the rate of the existing waram if it is less than one-third.

Even in cases where the ryots want to have the settlement in money effected, they must be given a period of two to three years to revert to the waram system if the settled rates in actual practice are found to work hardship on them, that is to say, the right of election should continue up to a period of three years even after the money rent system has come into force. In my view, whatever the advantages of the money-rent system may be, as long as the peoples' Government has not the control of the currency policy which can now be manipulated by an alien Government for the benefit of the people of other countries, so long, we shall not be justified in forcing the ryots to accept a money-rent compulsorily.

Pattas.—Pattas, defining the rights of the ryots in their holdings shall be issued by the Collector and the present system of landlords issuing pattas must be discontinued as being obsolete and out of date. The pattas must be permanent ones and should be in the nature of the ryots' title deeds to the land. Suitable rules must be framed, as in Government areas, for the transfer of pattas in cases of inheritance, assignment or severance. Notice of every change shall be given to the landholder who is bound to recognize the same and who will enter the same in the Record of Rights to be kept by him for the village. I would dispense with the execution of muchalikkas as superfluous.

Forests.—My view is that forests as well as minerals are national wealth and they belong to, and must be preserved and developed in the interest of, the State. I would recommend that the control of all forests should be vested in the Collector, the villagers of course, being allowed to have their usual grazing rights, and rights to take wood for agricultural implements, etc.

Mineral wealth.—So far as the zamindar is enjoying at present any mineral wealth, his rights may not be disturbed; but in respect of any mines or minerals or other underground wealth that may be discovered in future, the same should belong to the State, the rights of the melwaramdar and the ryot on the surface soil being compensated.

Communal lands.—The control of all communal lands and porambokes including water sources and channels, pathways, etc., should be with the Collector, the mamul rights of the villagers, however, for user of the same being respected. The zamindar

cannot claim anything in the nature of ownership over the same. This power of control may in suitable cases be delegated to the landholder who as trustee may be in a better position to effectively check encroachments or prevent abuse.

Village accounts.—Since in our view the zamindars are public servants for collection of public revenue, it is but just that a statutory provision should be made compelling them to keep correct village accounts for the various villages in their jurisdiction showing various particulars which are usually found in village paimash, cultivation accounts, etc., and Government may be given power to make suitable rules in that behalf.

Collection work.—In view of the fact that what the ryots pay to the zamindars is a portion of the public revenue, the control of the agency of collection must be ultimately subject to the Government and the Government must be in a position at any time to take full control of the collecting agency even though for the time being, the zamindar has employed his own agency for collection. In the case of petty zamindars if they express a wish that the collection work should be taken over by Government, provision must be made in the statute to such taking over by the Collector, the Government charging about 10 per cent of the collections as reasonable charges of collection. The village officers should be under the control of the Collector and subject to his orders.

Since in our view the zamindars are fulfilling the public function of collecting the land revenue, statutory provisions must be made for releasing them from this duty if they apply to the Government for that purpose, their individual rights being purchased on payment of reasonable compensation.

General.—One can easily see, that whatever historical causes there were for the East India Company to create the zamindari system of collecting public revenue, it is now out of date and anomalous. It has outlived its usefulness as an agency for collection of public revenue and yet the system cannot be abolished without recognizing the valuable private rights the zamindars have now acquired in the course of over a century, not clandestinely, but by the deliberate policy and solemn engagements of the previous Governments, and the only way to render justice to the ryots and the zamindars is by the acquisition of the zamindars' rights by the Government on payment of some reasonable compensation, if necessary by the issue of Government scripts or bonds and thus convert the whole area into Government ryotwari tract. This alone will end the disputes between the Zamindar and ryot permanently.

Inams.—Here again I am unable to support the majority report. In my view no kind of inams should have been included in the Estates Land Act and all inams should be dealt with in a separate enactment. The inclusion of one kind of inam in, and the exclusion of others from, the Act will be a constant source of litigation among the parties as to the origin and nature of the particular inam in question which itself is a difficult matter to be proved in a court of law. One party will try to bring it under the Estates Land Act, the other party resisting it. The poor ryots may have also to be pushed from the civil courts to the revenue courts and vice versa. No difference can be made between one kind of inam and another in respect of the relation of the inamdar to his tenant. The question of what the kind of inam is, is relevant only in regard to the consideration of the reversionary right but in respect of all other matters, there need be no difference. I would like to treat all inams together without making any distinction as to post-settlement or pre-settlement, included or excluded inams. Though a separate enactment is necessary we are bound to recommend here and now the principles of such legislation. Merely leaving the major categories of inams out of the Estates Land Act will simply result in confusion. The Government is bound to undertake the legislation at once and accordingly I venture to express my views on the question of inams.

The case of all inams of whatever kind must be treated differently from that of the zamindars. The consideration of public policy by reason of the administrative status occupied by the zamindars in the matter of the various disabilities imposed upon them in respect of their enjoyment and user of the estates, cannot really apply to the inamdars. Inam tenant is really a kind of under-tenant. The inamdars have to be approximated to the position of ryotwari holders or zamin ryots rather than to that of the zamindars. The inamdar though he was not always the owner of the kudiwaram also, was never a farmer of revenue. There is no reason why the disabilities attached to the zamindars in respect of assignment of waste lands, merger of estates, holding of private lands, bought-in lands, entering into contracts, letting of lands, etc., should be applied in the case of inamdars. The domain of contract may be allowed a freer play in the case of inamdars and their tenants unlike in the case of zamindars who are a kind of public servants entrusted with quasi-public duties. The principle of the present section 19 of the present Estates Land Act may apply in all cases of inamdars and their tenants.

There is also no reason why the contract rates of rent should not be allowed to prevail just as in the case of under-tenants of a zamindari ryot or of a ryotwari pattadar, unless of course a ryot has obtained an occupancy right in his holding under the inamdar just as a ryot can obtain occupancy rights under a ryotwari pattadar also, either by grant, prescription or otherwise (vide 43 Madras, 567, P.C., for a case of occupancy right under a ryotwari pattadar). The rules of proof and presumptions in making out a grant or prescription may be said to work hardship on the tenants by reason of their illiteracy and general ignorance and if so the rules may be modified to the effect that where the inamdar is not able to show in writing that he has created merely a tenancy at will, simple cultivation for twelve years as a tenant under inamdar without anything more, may be deemed sufficient to give occupancy right to the tenant. The statutory vesting of kudiwaram on the mere occupier of land on a given day, to be followed up by an enquiry of the rights of the landlord, by vetoing methods of proof usually and naturally available to him in the inquiry and then in spite of all this, if he wins in the enquiry to get rid of his rights contemptuously by awarding a year's yield as compensation were the legislative feats of 1936 enactment. I concur with the majority view in recommending the repeal of the 1936 Statute. There is also no reason why if an inamdar chooses to buy in court auction or otherwise, the interest of the kudiwaramdar, he should not hold the same in freehold. I would therefore like the inams to be treated separately and if possible by a separate enactment on the aforesaid principles. In any event, I would like to exclude owners of small acreage, say of 25 acres from the operation of the Estates Land Act and to restore the old exception to section 8 of the Estates Land Act, if the 1936 Statute is not to be wholly repealed. The complicated provisions relating to the estates will really work harshly in the case of petty inamdars who often have to look to influential ryots for the payment of their so-called melwaram.

My view is that a comprehensive legislation tackling the under-tenancy problem must be taken up soon on hand. Public conditions have not developed to such an extent as to forthwith confer occupancy rights by statute on under-tenants, either of ryotwari pattadars or zamin pattadars or inamdars. At best legislative safeguards in favour of the under-tenants or their heirs against being arbitrarily ejected by the pattadars or the inamdars may be devised. This of course does not mean that no under-tenant can acquire occupancy rights under methods known to law or that this new legislation will affect occupancy rights otherwise already acquired before the Enactment of 1936.

Forum.—I would invest the Special Tribunal that has to be created for the estates, with jurisdiction for the settlement of all disputes between the inamdar and his tenant as well. Though the revenue courts are not as learned as the civil courts, yet they are more satisfactory from even the ryot's point of view than the civil courts which, as constituted at present and with their legalistic traditions, are incapable of implementing any broad beneficent measures of the Government for the amelioration of the people. The landholder will of course welcome the summary and speedy justice of the revenue courts.

I wish to add that I must not be understood as offering detailed criticism or expressing my views on the various clauses of the draft Bill appended to the report. That task is legitimately that of the Select Committee to be appointed by the Legislature when the Government introduces the Bill.

A. RANGASWAMI.

(2)

**MINUTE OF DISSENT SUBMITTED BY JANAB MAHBOOB ALI BAIG
SAHIB BAHADUR, B.A., B.L., M.L.A., BEZWADA.**

I signed the Report the Estates Land Act Committee subject to reservation. I agree with the main features of the report and the fundamental basis upon which the conclusions have been arrived at. But I regret very much that I have not been able to agree with some of the conclusions and recommendations embodied in the report.

I am in entire agreement with the theory that the village community owned the land in the village in the early periods of History in India and that subsequently, the individual ryot had absolute rights in the soil, subject only to the payment of Raja Bhagam, i.e., the share of the Crown. Neither the king nor anybody on his behalf who was charged with the duty of collecting revenue for him was ever the owner of the soil. That this was the relationship between the cultivator and the sovereign is borne out by unimpeachable authority very elaborately quoted in several places in the report, especially in Chapters I and II.

I might only add that in India the relationship between the sovereign and the ryot has never been based upon contract. It was one of status, and the sovereign was entitled to a share of the income from the land by virtue of his being a sovereign, charged with the duty of governing the body politic.

From the above conception of the relationship of the ryot and the sovereign, two facts become clear. (1) The ryot who is a member of the body politic is liable to make a contribution towards State Finance and (2) that the sovereign is not entitled to more than the compulsory contribution from the member of the community. I may further observe that this right of the sovereign is peculiar to himself and it is opposed to all canons of sovereignty to transfer and vest this right in favour of another who does not stand in the same position as a sovereign.

No doubt in the past some Government farmed out the revenues derivable from the people but such a revenue farmer was neither vested with any rights in the land from which revenue was collected, nor was he entitled to collect revenue more than the sovereign was entitled to. Further, the farmers of the revenue were not permanent but were appointed for a few years. But, however, this system of empowering a person to collect revenues from the people in consideration of payment of a lump sum to the sovereign is not only opposed to wise administration but is fraught with many dangers. In fact such a system became an instrument of oppression and the continuance of any such system must be opposed by everybody who has the welfare of the people at heart. The farming out of revenue which was adopted in the beginning for the sake of convenience in the collection of revenue for the State, unfortunately became an important institution round which gathered many incidents, and the revenue farmer or zamindar as he was called, usurped, by his importance, many more rights than he was legally entitled to. At certain point of time he was mistakenly regarded as the proprietor of the soil who had the right not only to collect revenue as he pleased but was also entitled to remove the ryot at his will and pleasure.

This was the position of the revenue farmer in relation to the ryot at the time when the East India Company was acquiring rights of sovereignty in India. On the decline of the Mughal Empire, several principalities arose and the erstwhile revenue farmer came into power and asserted ruling authority. These petty chiefs and kings laid claim to ownership of lands and imposed revenues far in excess of the rates collected in normal times by the central authority.

In the beginnings of the British occupation the British Government seemed to have been more anxious to secure revenue for the State. The conditions prevailing at that time, of petty chiefs and zamindars claiming ownership of the soil and exercising the right to collect very exorbitant rates of revenue, misled the British Administrators at that time into thinking that the relationship between the ryot and the revenue farmer, zamindar, or chieftain, was similar to that of a British landlord and tenant. It is this wrong analogy that was responsible for several enactments and proceedings including that of Permanent Settlement. It was not until investigations were made and the misery of the cultivators were brought home to the authorities, the change in this conception was effected.

The Permanent Settlement, no doubt, was a bona fide attempt on the part of the Government to ensure permanency of status for the zamindar and the ryot. But it turned out to be one of the disastrous pieces of legislation, by creating and confirming rights not possessed by the zamindars and by depriving the just and immemorial rights of the tenants. The subsequent legislation which tried to explain and interpret the Permanent Settlement could not but affirm it. In the second half of the nineteenth century and prior to the Estates Land Act, the zamindars took advantage of the rise in prices and commuted varam rates into money rates and when the Estates Land Act of 1908 came to be enacted the mischief had already been done. Act I of 1908 while securing occupancy rights to the ryots, enacted provisions all in favour of the zamindar. In this respect, the erroneous relationship secured by Permanent Settlement and confirmed by subsequent legislation received judicial sanctity throughout this period from 1802.

It is therefore my considered view that the Permanent Settlement is a most injudicious piece of legislation, wrongly conceived, and unjustly put into effect. In the first place, it is highly reprehensible on principle to transfer a sovereign right of collecting land revenue which is the peculiar right of the sovereign. The proportion of income of a member of a body politic, in other words the rate of revenue which a Government is entitled to collect may and ought to vary from time to time according to the necessities of the governing body for State purposes, and the Government ought to jealously guard that right instead of assigning it away to another. In the second place as the zamindar was only an assignee of land revenue and not a proprietor of the soil, he should not have been regarded as a landlord and the ryot as a tenant.

It is significant that the Government realized the true relationship between the ryot and the Government in areas not covered by the Permanent Settlement and have recognized the full ownership in the soil of a ryotwari tenant. Is it fair and legal that the ryots in tracts to which Permanent Settlement applied should be treated differently from the ryots living in ryotwari tracts when both of them according to correct law, usage and custom enjoyed the same right from times beyond memory and were entitled to the ownership of the soil subject only to the payment of the customary rate of revenue to the State. Do the agreements or engagements between the Government or the zamindars deprive the ryot of his legal rights in the land? In my opinion there is no justification either in law, or in morality to place him in a different position from the other ryots or deprive him of his age-long customary rights.

In this view, I consider it most expedient and necessary that this pernicious system of zamindari should be done away with; and it should be the aim of any Government in India to bring about the legislation, if not now at least in the near future, and restore the ryots to their true and original position in which they would no longer receive a different treatment from the other ryots. My conception of the future is that there should be only one class of ryots whose duty and privilege it should be to make their humble contribution to the coffers of the State in proportion to their ability to pay.

CHAPTER II.

The report bases its conclusions on and deduces its recommendations from the Permanent Settlement Regulation, Patta Regulation and other regulations passed in the year 1802 for the determination of the rate of assessment. It is obvious from the chapters dealing with the subject-matter that a conscious effort is made in the report to overcome any difficulty arising from the supposed obstacles in the way of legislation touching the rights of the zamindars, which certain provisions of the Government of India Act of 1935, and Instrument of Instructions might throw in the way, if the provisions of the Permanent Settlement Regulation are varied or altered. Interpretations are sought to be given to the provisions of these regulations so as to arrive at the fixity of rent by working out the average rate in a village with reference to the area under cultivation. This attempt is bound to be a failure if the Patta Regulation is correctly interpreted. Wherever rent is mentioned in any of the regulations, especially in Patta Regulation, rate of assessment preceding the year of the Permanent Settlement is mentioned—vide clauses 3, 4, 5 of section 4 and section 9 of Patta Regulation. There is no where any authority for determining the rate of rent on the assets basis, as recommended in the report. Reliance on the Patta Regulation which must be read with the Permanent Settlement Regulation for the purpose of rate of assessment leads inevitably to the rate of assessment prevailing in the period preceding the Permanent Settlement. Sufficient evidence has been let in before the Committee to show that half the gross produce formed the share of the Government at that time.

As stated in the previous chapter, the liability of the ryot to pay half the gross produce or more in some cases, was due to the illegal role played by the zamindar or revenue farmer, of a landlord treating the ryot as tenant at will and treating the land assessment as rent. For the reasons stated in that chapter, the basis of tenant's liability prevailing at the time of the Permanent Settlement is entirely wrong and if the Government and the zamindar decided to fix the liability of the ryot at half the gross produce far in excess of the customary share that the ryot was liable to contribute towards the finance of the State, I submit, the ryot is not bound by any such law, regulation or agreement or engagement between the Government and the zamindar.

What then, is the liability of the ryot? As has been explained in the previous chapter, his liability is the liability to pay the Government's share which may vary according to the necessities of the Government. We have it on the authority of Manu that the king's share during the Hindu Governments varied between one-twelfth and one-sixth of the gross produce, during the period of Muslim rule, the share of the State was one-third of the gross produce. If, after the disruption of the Central Government at Delhi, the petty chiefs and kings who rose to power consequent on the decline of the Central authority, increased the share up to 50 per cent, that could not be considered to be the normal liability of a ryot. It is this 50 per cent that was made the basis of the ryot's liability at the time of the Permanent Settlement. It is in evidence that the same rate prevailed in ryotwari tracts till the Government became alive to the miserable condition of the ryot and introduced the present ryotwari settlement principles by which his liability is fixed at half the net produce as the maximum. The very learned discussion in the report on the exchange and currency policy clearly points out how the Indian ryot has been suffering on account of the rupee ratio. Even the ryotwari basis of assessment has been found to be ruinous to the welfare of the ryot. The agitation for the reduction of ryotwari land revenue is too well known to need mentioning. The discussion in this chapter and in the previous chapter will, therefore, indicate, as to what principles peoples' government should apply in fixing the liability of a zamindari ryot as well as a ryotwari ryot, and the justification for the demand by the ryot that the principle of equitable distribution of the burden of taxation based on the capacity of the persons to pay, be introduced.

CHAPTER III.

But at the present moment the situation has entirely changed. The unsettled conditions for about a century prior to 1802 in which the British Government found India seething with strife, oppression and injustices, the Permanent Settlement which while trying to remedy the evils could not but carry the impress of those unsettled conditions and adopt an incorrect basis for the settlement of the relationship between the ryot and the zamindar; the subsequent legislation which carried the underlying principles of the said Permanent Settlement and the long course of judicial decisions, which necessarily applied the law prevailing at the time, all these have changed the phase of the country especially of the zamindari tracts, beyond recognition. During this long period of centuries, the zamindars enjoyed rights which they did not possess. The Government, zamindars, the ryots and others conducted themselves throughout this period on the basis that what was prevailing during that time was the true and the legal relationship between the zamindar and the ryot. In consequence, no doubt, the ryot suffered a great deal. But the zamindar conceiving that certain rights vested in him dealt with the zamindari on that basis. Strangers paid valuable consideration for the purchase of the zamindaris. Mortgages and other alienations took place on the same basis. This has gone on for this long period of 136 years at least. On the other hand, the other side of the picture, namely, the condition of the ryot is heartrending. Ruin has overtaken him and immediate relief is absolutely necessary.

CHAPTER IV.

What, then, is the solution for this very difficult problem? I would divide the answer into two parts. The immediate remedy and the future and the permanent solution of the problem. It must be recognized that the vested rights of the zamindars albeit, based upon wrong and unjust conception of the relationship between the ryot and the zamindar, cannot on principle be summarily done away with. There cannot be confiscation without compensation. My solution of the problem may be generally stated thus. That the ultimate aim of the Government should be to wipe out the differences existing between the zamindari tract and the ryotwari tract. The ryot shall enjoy the same rights and liabilities. There shall be no classes of ryots. They shall not be called upon to pay their share of contribution to State, to anybody other than the Government.

The process of eliminating the zamindars must necessarily take some time and his vested rights cannot be abrogated without compensating therefor. The immediate remedy therefor, that I can think of, is to approximate the conditions prevailing in the zamin areas to those of the ryotwari areas taking care to see that the zamindar's rights are not unduly interfered with and at the same time the ryots are given appreciable relief, pending the ultimate elimination of the zamindaris by providing compensation for abrogating their rights. There is overwhelming evidence adduced on behalf of the ryots that the present situation of the ryots will be considerably met if ryotwari rates are introduced in the zamin areas. I am, however, alive to the fact that the ryots do not know their rights. I agree with the comment made in the report in regard to this question of introduction of ryotwari rates. But if I referred to the evidence of the ryots on this point, it is only to show that the zamindari ryots will get considerable relief and as they stated before the Committee, they would be satisfied with this relief, for the present.

I may remark that my amendment given below is not the ultimate and final solution of the problem. It is only an intermediate and immediate remedy. When the Government is in a position to secure money for compensating for the vested rights of the zamindars, it shall be its duty to altogether abolish this unwanted anachronism. I would, therefore, recommend that assessment of land revenue in the proprietary States be made on the basis of ryotwari settlement principles leaving undisturbed the present rates if the latter happen to be lower than the ryotwari rate, and this, I consider, would be fair, and equitable rate of assessment for the present.

It is in this view that in the discussion stage and the final stage of passing the report, I moved the introduction of the ryotwari principles in the zamin areas. The amendment I proposed on the last date reads as follows :—

“ That in view of the change of circumstances for which defective legislation and long course of decisions of civil courts from the time of the Permanent Settlement up to date are responsible, in view of the long enjoyment by the landholders of collecting rents at rates differing from those settled in 1802 on the basis of which, transfers of estates for considerations have taken place during the long period of over a century and further in view of the desirability of placing the zamin ryots on the same footing as the ryotwari ryots, we consider in fairness to both the landholder and ryot, that the rates of land revenue in zamin areas, based on ryotwari settlement principles, do constitute fair and equitable rates and accordingly recommend that the settlement of the land revenue in zamindari areas be made on the basis of ryotwari settlement principles.”

CHAPTER V.

PROPOSALS IN THE REPORT IN REGARD TO RATE OF ASSESSMENT.

The proposals in regard to the determination of rate of assessment as made in the report are wrong in principle and are beset with great difficulties in their practical application. For lack of sufficient and certain data, the proposals may not achieve the end in view. As indicated in Chapters I and II, the permanent settlement rates are not the correct and the customary rates that a ryot was liable for. The rates prevailing at that time were far in excess of the customary rates which in normal conditions, a settled Government was entitled to receive. It must, therefore, be obvious that the half gross basis which was adopted for the determination of the Government's demand must work a great hardship to the ryot, if that should be adopted at the present moment also at least in the case of ryots paying varam rates in 1802. It must be admitted that generally the ryots were paying the revenue in kind at that time. There are at the present moment some zamindaris where varam rate is prevailing. There is no justification for commuting the varam rates into money rates at the price prevailing in 1802. Even if that price level is applied, I am afraid the ryots who were paying varam rates in 1802 and who are still paying varam rates will not be benefited to any extent. The assets basis that has been proposed as one of the basis is very difficult to conceive. There is no principle involved in the method. It can be said to be arbitrary. At any rate, the complications involved in the working out of the alternative methods suggested, would not only result in confusion and give room for errors, but it will not be before many years that the practical results would be achieved. I cannot be certain that except in a few zamindaris where the rates are abnormally high, the introduction of the rate of 1802 would be in any way beneficial at all to the ryots. I have therefore to differ from these proposals most regretfully. It is rather disappointing to find that the report not only affirms the Permanent Settlement but emphasis it, I wish to emphatically repudiate the Permanent Settlement and consider it as a most unjust and unjudicious transaction which has robbed the ryots of their just rights and reduced them to miserable position we find them in now.

CHAPTER VI.

INAMS.

The most disappointing chapter in the report is Chapter XI which deals with inams. The discussion therein is based upon a misconception of the subject and the terms of reference made by the legislators to this Committee. This Committee has been charged with the duty of enquiring and reporting on the conditions prevailing not only in the zamindari areas, but also in other proprietary areas and of suggesting legislation therefor. On the date when this reference was made, whole inam villages of which the grant has been made, confirmed and recognized by the British Government, are estates within the meaning of clause D of sub-section (2) of section 3 of the Madras Estates Land Act of 1908 as amended by Act XVIII of 1936. While the amending Act of 1936 enacted that a whole inam village shall in future be declared to be an estate without putting the ryots to the necessity of proving that melvaram alone was granted to the inamdars; Act I of 1908 required the establishments of the fact of melvaram alone having been granted to the inamdars. The provisions in both the Act of 1908 and the Act of 1936 do not confine themselves to inam villages within the zamindari area. Provided it is an inam village granted confirmed or recognized by the British Government whether lying outside the zamindari areas or inside it, it is declared an 'estate.' By using the words 'excluded inams' in Chapter XI and by adding the proviso to clause D of sub-section (1) of section 3, of the proposed Bill, the report and the Bill confine themselves to the inams situated in the zamindari areas. This is a fundamental error committed by the supporters of the Bill and the report. I consider that this mistake is responsible for excluding the inams from the scope of the report and the Bill. It is the duty of the Committee to examine the conditions prevailing in whole inam villages, wherever situate, and suggest legislation in regard to the particular matters mentioned in the terms of reference.

It might at once be pointed out that minor inams which are grants of land less than a whole village at the time of the grant, have never been treated as estates, and unless the ryots therein acquired rights of occupancy by grant of prescription and unless the ryots established kudivaram rights in the land, they have never been considered as having occupancy rights. But the case of whole inam villages has always stood on a different footing for the obvious reason that the grant of a whole village as an inam must necessarily be a grant of land revenue payable by the ryots to the Government. In other words the inamdars in such cases were granted the melvaram and not the kudivaram. This is the only correct and legal basis of the inam tenure as well as the zamindari or ryotwari tenure as far as the ryots are concerned. As stated in the previous chapters of this minute, which view is supported by the main theory expounded in the report itself with regard to the ownership of the soil having always vested in the ryots, the cultivator of the land throughout all periods in the history of India it is not a little surprising that any view different from this could ever be conceived by the supporters of the report. I am convinced in my mind that consistent with the theory that the land in the village belong to the ryots and that sovereign was entitled only to a share in the produce of the land, it could not by any process of reasoning be suggested that the ryot in whole inam village stood in a different footing from the ryot in a zamindari village or a ryotwari village. There has always been one class of ryots owning the land subject only to the liability of paying a share of the produce either in money kind to the Crown. In any progressive State, the division of ryots into different classes has to be condemned and in order that there may be a contented peasantry in the land, there must be an enlargement of the rights of the ryots as far as possible subject only to the imposition of a tax or land-cess payable to the Crown.

The case of inamdars was very ably placed before the Committee by the enlightened inamdars. They had made their most effective representations, not only at the time of the passing of Act I of 1908 but also during the period when the Act of XVIII of 1936 was in the process of formulation. Their case had been examined most thoroughly by all those who were competent and entitled to hear and decide. Three main arguments have been advanced by them. The first point raised is this. That the inam tenure is different from a zamindari tenure, in that, that unless it is clearly established that the land revenue alone was granted to them, they were the owners of the soil, i.e., they have the kudivaram also. On the theory enunciated in the earlier chapters in this minute as well as on the theory propounded by the report, it is very easy to meet this argument. There is ample unimpeachable authority quoted extensively in the report that the cultivators in whole inam villages as well as zamin or ryotwari villages, have always been the owners of the soil. It is on this basis zamindaris were settled and it is on this basis the ryotwari tenure also was settled. Is it possible that the ryot in inam villages alone could have had no right in the land prior to the grant of these villages to the inamdars. Any

impartial Judge would answer this question in the negative. The next point urged is that atleast the inamdars may be given the opportunity to prove that at the time the grant of the village was made, there was no cultivating ryot at all. This was what was contemplated by the legislation of 1908 and it is this State of Law that was responsible for the Privy Council's pronouncement that the burden of proof whether melvaram alone was granted to the inamdar or both the varams were granted to him was on the party who sets up the plea. From 1908 ruinous litigation started and one party or the other succeeded. The ryot, a weaker person had always been at a great disadvantage in the contest. An ignorant man, as he is he could not collect and produce into court documents which must necessarily be with the inamdars. The Privy Council decision which threw the burden on the party asserting, made all chances of a ryot's in contest, very remote. In the view that was taken by the Government and the legislature at that time which is the same view as mentioned in the report, that the cultivator of the soil is the owner thereof, and in the view that the litigation between the inamdar and his tenant was on an unequal footing, and that it was desirable to set at rest all controvercies with regard to the rights of occupancy in an inam village, the amending Act of 1936 stated in definite and clearer terms the true position occupied by the inamdar and his tenant. In other words it sought to restore the ryot to his proper and real position which has all along been denied to him by the more influential and wealthy inamdar. The third point raised by the inamdars is that granting occupancy rights to any person who happen to be in possession of the land either as lessee from him or as a trespasser, the inamdars' legal and vested rights have been taken away and a person who has no rights at all is being vested with rights. I agree that apparently, the position amounts to this. It is really inconceivable how a person who illegally squats on the land or who is in possession of the land by virtue of a contract could be vested with rights. One can understand a ryot having been in possession of the inam land from time immemorial or at least for over a period of twelve years or who can trace himself to the ryots in possession of the land at the time of the grant, laying claim to the rights of occupancy. But the difficulty that confronted the Government and the Legislature at the time of passing of 1936 Act, was how to enact legislation which will have uniformity and which will once for all end the unhealthy and ruinous litigation that has been going on for decades between the inamdars and the ryots. Having been convinced of the correctness of the theory that the ryot is the owner of the soil, that the grant of whole inam village generally bestowed on the grantee land revenue only, the Government and the Legislature felt legally and morally convinced that in inam village occupancy rights shall be declared in favour of the ryot occupying the land at some point of time or other. The question of rate of rent that the inamdars shall be entitled to receive from the ryot, has been considered very favourably to the inamdar. It is admitted that the rent that was being paid to the inamdar by the ryot was a competitive rent which was increased from year to year and the land was given only to that ryot who offered a competitive rent. The amending Act provided that the rent lawfully payable by ryot on the 1st day of November 1933 shall be presumed to be fair and equitable rent until the contrary is proved. I shall have occasion later to comment on the clause "until the contrary is proved." Even assuming that the inamdar is able to prove that he was a grantee of both the varams, what he loses by the legislation of 1936 is his right to eject the tenant and as far as the rent is concerned, the rent fixed as fair and equitable being a competitive rent, he does not lose anything. This rate of rent or revenue when compared to the zamindari rate or ryotwari rate, is excessive. But the inamdar was allowed to this rate, on the ground that he has been in long enjoyment of the right to demand the rate as he liked. The proviso that "until the contrary is proved," the rate payable by the ryot in November 1933 shall be considered to be fair and equitable, raises controversy and there is bound to be litigation. I should, therefore, feel that the proviso should be deleted making the rate of rent incontestable till such time as according to the scheme as enunciated, in the previous chapters, the inamdars shall be eliminated along with the zamindar on payment of fair and adequate compensation. I would here reiterate that there shall be one class of ryots whose only duty shall be to pay the tax to the Government for State purposes. Another point urged by the inamdars is that the compensation allowed in the Amendment Act of 1936 is so very inadequate that it is not a proper compensation in the cases of inams where a tribunal finds for the inamdars that the inamdars possess both the varams. This is a matter, I think that deserves consideration. As I stated in the previous chapter, since what is lost by the inamdar is his right to eject—the rate allowed being competitive—the question is what would be proper compensation for the loss of his right. At present a compensation of one year's rental is given. This is clearly inadequate. But at the same time it is wrong to grant an amount of compensation which the ryot may not be able to pay. I should leave this consideration to the legislators. Expressing at the same time my personal view, that the rental of five years as compensation will meet the end of justice.

It only remains for me to clear one misapprehension. It is considered, but wrongly, that the Inams Acts of 1862 and 1866 and 1869 having not been repealed, the legislation with reference to inams embodied in Act I of 1908 and the amending Act XVIII of 1936 are *ultra vires*. That the Inams Acts of 1862 and 1866 do not deal with their respective rights and their relationship between the inamdars and the tenants, is clearly stated in Act VIII of 1869. The preamble makes it clear and the section clearly states "that nothing contained in Act IV of 1862 or Act IV of 1866 shall be deemed to confer on any inamdar any right in the land which he does not possess and the title-deed issued to the inamdar shall not be deemed to define, to limit, or infringe or destroy the rights of any description of holders or occupiers of land from which any inam is derived or drawn or affect the interest of any person other than the inamholder named in the title-deed." It is enough to state that these Inams Acts dealt with the respective rights of the Government inamdars, and never affected or dealt with the relationship between the inamdar and the ryot. In conclusion, I wish to state that it was very regrettable that the amendments moved by me urging on the Committee to examine the inams question as a whole and propose legislation therefore has not been carried. An objection was raised that the tenure in inam villages being different confusion would result from the mixing up of inams with the zamindaris in the same legislation. Although I do not hold that view, I consented to the enactment of separate legislation and requested that proposals for such a legislation be made by this Committee. It is very unfortunate that this suggestion of mine also, although supported by four members of the Committee, has not been given the consideration deserved and was rejected.

CHAPTER VII.

FORESTS AND HILLS.

I moved an amendment before the Committee that with regard to hills and jungles and other lands which are not covered by clauses (a) and (b) of sub-section (16) of section 3 that the rights and liabilities of the landholder and the ryots in forest and hills in zamin areas be similar to those of the Government and the ryotwari tenants in respect of such lands in the ryotwari area; and in respect of the lands covered by the above two provisions, I moved that the lands set apart for and serving communal purposes, such as village-sites, public paths, cattle stands, burning and burial grounds, puntas, tanks, channels, etc., vest in the public and that the zamindar has no present or reversionary right or title thereto and suggested that declaration may be made in clearer terms to that effect and adequate legislative provision be made to protect the interests of the public in respect of them. I further suggested that in the compulsory survey recommended in the report such lands should be determined and proper records prepared therefore, and as clause 8 of section 4 of the proposed Bill is inconsistent with the findings and the recommendations made in the report dealing with these lands in Chapter VIII, I suggested the amendment of the said clause 8 suitably. My view with regard to hills and forests is dependent upon the view I have taken that the conditions prevailing in the ryotwari areas shall be made applicable as far as possible in the zamin areas till such time as the zamindaris are eliminated by payment of compensation for the rights that the zamindaris have been enjoying in the hills and forests.

BEZWADA,
13th November 1938.

MAHBOOB ALI BAIG.

(3)

**MINUTE OF DISSENT SUBMITTED BY Mr. B. NARAYANASWAMI
NAYUDU, M.L.C.**

The views, ideas, sentiments and recommendations made in the report of the majority should be taken as mine only in so far as they are expressed in this minute, and where there is no expression of mine, either for or against, I must be deemed to have expressed no views in the matter.

The first matter in the reference is "the juridical interest of the ryots in relation to the landholders." A brief history of the events that led to the creation of the Permanent Settlement is necessary for the answer of this question. On the acquisition of the various territories in the North and in the South of the Presidency, that is, the Circars, the Carnatic, the Jagheer and other territories by the British there were found at the time on the one hand a great body of ryots, who were making payments in kind or in money as the dues of the State, and on the other hand zamindars and poligars collecting the public dues from the ryots in the respective zamindaries and palayams according to the established usage of the country. And in areas where such zamindars or poligars were not existing, the dues of the State were being collected from the ryots by the State directly through its own officers or through renters.

The British Government on the acquisition of the country continued the existing zamindars and poligars to collect the State dues from the ryots on condition of continuing the payment of a jumma at first fixed annually but afterwards periodically.

The position of the zamindars or the poligars before the introduction of the permanent settlement can be gathered from clause 4 in the instructions of the Board of Revenue issued to Collectors, dated 15th October 1799. Clause 4 is as follows:—

"At present the Zamindars hold their Zamindaries by a tenure so precarious as scarcely to convey the least idea of property in the soil. It has been considered hereditary possession but the public assessment has been fluctuating and arbitrary and the whole zamindari liable to sequestration in case of even a partial failure in the kist, at the pleasure of the Government."

That is, the Zamindars though considered hereditary, were liable to sequestration and had no fixity with regard to the demand from them. The right of alienating the zamindaries was also subject to the pleasure of the Government and it was doubtful whether their right was transferable either in private or through Court. In fact, the Zamindars had no property or ownership of their Zamindaries or Polliams except at the sufferance of the Government though they exercised the quasi-governmental function of collecting the dues from the ryots and paying the same to the Sovereign. What the Permanent Settlement proposed was to turn this right into property and confer it upon them by issuing a Sanad therefor. The Government of the day on principles of revenue administration also thought that in the areas where they were collecting the dues from the ryots directly either through their own officers or through their renters a similar system should be adopted and persons created in whom the right to collect these dues from the ryots should be made to vest. These are the Havelly lands referred to in the Report. Therefore the Permanent Settlement really created a new kind of property, namely, turning the office of the zamindar or renter into one of a permanently-settled holder which interest was made inheritable, transferable inter vivos or made available for creditors through Courts. That is why in the Permanent Settlement Regulation we find the following clauses:—

Clause 2 fixing the assessment in perpetuity and clause 7 making liable their right for sale in default of paying the jumma and clause 8 enabling them to transfer without the previous consent of the Government to whomsoever they may think proper by sale, gift or otherwise their proprietary right in the whole or in any part of the zamindari. To my mind, from the above, they were made proprietors in the sense that they could transfer their rights by sale, gift or otherwise and the zamindaries were made a species of property alienable, divisible, heritable and liable to be seized in Courts of Law for decrees and other claims. The property thus created should not be confused with the property in the lands comprised in the zamindaries. That the Permanent

Settlement was not intended in any way to affect the rights of the great body of ryots who were holding the lands paying the State dues therefor according to the custom of the country is evident from the following.

The instructions to the Collectors regarding Permanent Settlement contain the clearest proof of this matter.

Clause 29 is as follows:—

“Government, you will observe, have directed that every necessary information be procured respecting the rights of the Talookdar and Under-tenantry throughout the different districts, that in confirming the proprietary rights of the zamindars they may not violate the ascertained rights of other individuals.”

Clause 32 is as follows:—

“Distinct from these claims are the rights and privileges of the cultivating ryots who, though they have no positive property in the soil, have a right of occupancy as long as they cultivate to the extent of their usual means and give to the Circar or Proprietor, whether in money or in kind, the accustomed portion of the produce.”

Clause 33 is as follows:—

“To ensure the dues of the Circar or proprietor of the estate it has already been observed that the dues will be prescribed and administered by the Judicial Courts, and the same rules will also extend protection to the ryots and under-tenants but in order that there may be some standard of judgment between these parties the proprietor or under-farmer will be obliged to enter into specific written agreements or pattas with the ryots and under-tenants, the rents to be paid by whatever rule or custom they may be regulated to be specifically stated in the patta which in every possible case shall contain the exact sum to be paid. In case where the rate only can be specified, such as where the rates are adjusted upon a measurement of the lands after cultivation or on a survey of the crop or where they were made payable in kind the rate and terms of payment and proportion of the crop to be delivered with every condition shall be clearly specified.”

Clause 34 is as follows:—

“Every zamindar, independent Talookdar or other actual proprietor of land will be required to prepare the form of a pottah or pottahs conformably to the rules above prescribed and adapted to the circumstances and usages of his estate or Talook and, after obtaining the Collector's approbation of it, to be signed by such Officer superscribing the form with the name and official appellation to register a copy thereof in the Adaulut of the District and to deposit a copy also in each of the principal Cutcherries in his estate or Talooks. Every ryot will be entitled to receive corresponding pottahs on application and no pottahs of any other than the prescribed form will be held valid.”

Clause 35 is as follows:—

“Ryot when his rent has been ascertained and settled may demand a pottah from the actual Proprietor of land, dependent Talookdar or Farmer of whom he holds his lands or from the person acting for him, and any refusal to deliver the pottahs upon being proved in the Court of Adaulut of the District Will be punished by the Court by a fine proportioned to the expense and trouble of the ryot in consequence of such refusal. On the other hand, it will be required of the Zamindar or Farmer to cause a Pottah for the adjusted rent to be prepared according to the form prescribed and tendered to the ryot either granting the same themselves or instructing their agents to grant them under their special authority and the necessary rules will be enacted to afford redress to the party acting in conformity thereto in all cases of resistance on the part of the ryot. In all cases of farmers granting pottahs they must of course be limited to the period of their own Leases and as estates are liable constantly to division and partial transfer to different Proprietors some limitations of (?) to be granted by proprietary landholders will also be expedient probably (?) be fixed at ten years.”

Clause 36 is as follows:—

“Every proprietor of land, dependant Talookdar, or farmer of land of whatever description, and their Agents of every gradation receiving rents or revenues from dependent Talookdars, under-farmers, ryots, or others are to give receipts for all

sums received by them and a receipt in full on the complete discharge of every obligation. Any person to whom a receipt may be refused on his establishing the same in the Adawlut Court of the District will be entitled to damages from the party who received his rent or revenue and refused the receipt equal to double the amount paid by him, and they are to adjust the instalments of the rents receivable by them from their under renters and ryots according to the time of reaping and selling the produce, being liable to be sued for damages for not conforming to this rule."

Clause 37 is as follows :—

"It is to be hoped that in time the proprietary landholders, Talookdars, and farmers and the ryots will find it for their mutual advantage to enter into agreements in every instance for a specific sum for a certain quantity of land leaving it to the option of the latter to cultivate whatever species of produce may appear to them likely to yield the largest profit and in the interim to protect them against any new taxes under any pretence whatever the person discovered to have imposed them will be liable to a very heavy penalty for the same. Indeed we wish to direct your attention to the imposition they are already subject to which from their number and uncertainty we apprehend to have become intricate to adjust and a source of oppression. It would be desirable that the Zamindars should revise the same in consent with the ryots, and consolidate the whole into one specific sum by which the rents would be much simplified, and much inconvenience to both parties be thereby obviated."

The above clauses clearly establish that while the Zamindars were made proprietors of their zamindari right, their relations to the great body of the ryots in their areas should continue to be governed by the old and customary usage prevailing subject to such laws as may be passed for regulating the relations between the zamindars and their ryots by the sovereign power. The same idea appears in the Order of the Government, dated 4th September 1799, issued to the Board of Revenue. In the said Order, while it is stated that the Zamindars should be constituted "proprietors of their respective estates or zamindaris," it is also stated as follows :—

"You will also prepare every necessary information respecting the rights of the Talookdars and under-tenantry throughout the different districts that in confirming the proprietary rights to the zamindars, we may not violate the ascertained rights of other individuals."

Finally, the following passage quoted in the majority report, page 45, supports the same view :—

"In expressing his approval of these arrangements the Governor-General distinctly informed the Government of Madras that the acknowledgment of a proprietary right in the zamindars who were then in possession, or in the proprietors who were about to be created, was not to be allowed in any respect to affect the rights of the ryots or others who had hitherto been, in any way, subject to the authority of the zamindars or other landholders; nor was it to be understood as preventing the Government from passing any laws which might be considered expedient for the protection of the ryots."

It is impossible, having regard to what has been stated above, to say that the zamindars were intended to be constituted as proprietors of *the lands*. If so, the inquiry as to the rights of the ryots, of the rules to be passed to regulate the relation between the zamindar and the cultivator or the reservation by the Government to pass regulations for regulating the relations between the zamindars and the ryots, would all be superfluous. The only conclusion that can be drawn is that they were intended to be constituted as proprietors of their estates or zamindaris and nothing more. It was not intended to disturb the juridical relations between the zamindar and the ryots such as they were before the introduction of the Permanent Settlement, the said relations being then governed by usage and custom controlled by any statutory law of the sovereign.

Following the true intent and spirit of the above situation we find the permanent settlement regulation and the patta regulation with certain other regulations being passed on the same date, that is, 13th July 1802. An examination of the provisions of the said two regulations and the Karnams' Regulation will also bear out the same idea.

Clause 11 of the Regulation XXV of 1802 relating to karnams and clause 14 requiring the zamindars to enter into engagements with their ryots for a rent and granting to each ryot a patta or cowle and making the zamindar liable to be sued for damages if he neglects or refuses to issue pattas to ryots, are provisions which are entirely inconsistent with any proprietary interest in the lands held by the ryots.

Clause 10 of the patta Regulation XXX of 1802 sets out that it is only when the ryot refused and persisted in the refusal to receive a patta, the proprietors or farmers of land shall have power to grant the lands of the under-farmers or ryots so refusing to other persons. There are other clauses in the patta regulation such as relating to the receipts and non-levy of any new assessment or tax on the ryots under any name or under any pretence. The whole of the patta regulation is entirely inconceivable if the juridical relations between the zamindars and their ryots were intended to be those of the landlord and the tenant. It must be noted that the patta regulation is not a declaration of the customary law of the country as then existing with regard to the rights of the ryot, but was only a regulation prescribing pattas to be used between landholders and under-tenants so that "the existing indefinite mode of dividing the produce of the earth and of accounting for the customary ready money revenue may be abolished." The customary law being thus undefined and the language of the permanent settlement regulation and the patta regulation being liable to be misconstrued, necessity soon arose for defining whether the right of the ryot was hereditary and whether the rent he pays was one to be governed by contract or by usage. Regulation IV of 1822 was passed to declare that the provisions of Regulations XXV, XXVIII and XXX of 1802 were not meant to define, limit, infringe or destroy the actual rights of any description of landholders or tenants but merely to point out in what manner tenants might be proceeded against, in the event of their not paying the rents justly due from them, leaving them to recover their rights, if infringed, with full costs and damages, in the established Courts of Justice. Regulation V of 1882 was also passed for the following among other reasons, viz., that the provisions of Regulation XXXII of 1802 "(1) do not afford any remedy sufficiently prompt in cases of sudden violent disputes respecting the occupancy cultivation or irrigation of land and (2) that disputes regarding arrears of rent and rates of assessment as regarding the occupancy and cultivation of land may occasionally be adjusted by panchayats to the relief of the ryots." The said Regulation V of 1822 contains clause 8 which is as follows :—

"The lands of under-farmers or ryots shall not be granted to other persons by proprietors or farmers under the provisions of section 10, Regulation XXX of 1802 until such proprietors or farmers shall have made application to the Collector and obtained his leave for that purpose."

Clause 15 of the same regulation is as follows :—

"The Collector shall have authority to refer all disputes respecting arrears of rent or revenue or respecting rates of assessment in money or kind or of division in kind as well as questions of the right of occupancy, of possession of lands or crops which may be brought before him under this regulation to a district or village panchayat for decision provided both parties agreed to that mode of settling."

The heritable character of the ryot's holding meanwhile came for discussion in the courts and the customary law of the country came up for examination in the highest court, i.e., the High Court and was affirmed in favour of the ryot 20 Madras, 299, and 25 Madras, 318. Finally, in the Estates Land Act of 1908, section 6 was passed declaring that every ryot has a permanent right of occupancy in his holding. The question is whether this a correct and sufficient declaration of the customary law of the country.

In the Minute of the Board of Revenue, dated 5th January 1918, which discusses fully the rights of the ryot as existing from the time prior to the Permanent Settlement, it is definitely stated as follows :—

"The ryots were the hereditary permanent farmers of their villages and so long as they paid the public dues they could not be ousted from their lands which though not now saleable (being of no value), have descended from father to son from generation to generation."

The same view has been expressed by Hodgson in 1808 and repeated in B.P. No. 7743 which has been discussed at length in the majority report. To my mind the customary law of the country which governed the relations between the ryots and the zamindars before the introduction of the Permanent Settlement was exactly the same as that which governed the relations between the ryots and the Government where the ryot was paying directly to the Government, and as the relation of the ryot to Government is really one of owner paying tax to the State, the relation of the zamindar and the tenant is also one of owner paying tax to the zamindar. The ryot accordingly has to be declared owner of the land and all rights in the land should be declared to belong to the ryot, the zamindar being declared entitled only to receive the tax lawfully payable.

The question is not one of mere academic interest. Evidence has been given before the Committee that when ryots build houses upon their lands, they are sued for ejectment under section 11 of the Estates Land Act. Witnesses have spoken to the fact that

owing to the village sites being not sufficient for occupation they are obliged to seek their ryoti land to build upon. The zamindar might exercise his power capriciously or might demand heavy sums. It is impossible to think that under the common law of the country a ryot could not have the right to build a house upon the land he was holding without paying a premium therefor. As a matter of fact the practice must have been the other way, namely, giving land to build upon without rent at all to induce the ryot to settle and cultivate lands. In fact the Hon'ble Mr. Venkatapathi Raju in his evidence has conceded that this right should not be denied. The inconvenience of this restriction not to use the land except for agricultural purposes is found to be felt in the country with the increasing industrial activities that might come about.

Another matter complained about by ryots is the harrassment with regard to stones sand, etc., found in ryots' holding claims to which are laid by the proprietor. This has reference to the evidence of a witness from Pendyala examined at the Rajahmundry centre.

The third matter in this connexion that has come up in evidence by way of complaint by ryots is that of trees on the ryots' holdings. Though the Estates Land Act was passed in 1908 still these causes of disputes between the zamindars and the tenants exist because the ryot is not deemed to be the owner.

Another complaint is that the tenant has to pay crop-war rates. The instructions to the Collectors clearly contemplate that zamindars should discontinue as soon as possible by entering into engagements with the ryots for money rents leaving it to the ryots to raise whatever species of crops they wanted to raise. All these variations with regard to the land-tax by reason of the crops raised thereon, cannot exist if the ryot is the owner of the land paying the tax therefor.

The sections, therefore, of the Madras Estates Land Act restraining the ryot from using the land except for agricultural purposes and denying to him the mineral right in his holding the taxing him according to crops raised and taxing the trees on the lands ought to be abolished, and the ryot, as I said, must be declared to be the owner subject only to the payment of the just dues to the zamindar the collection of which is the zamindar's only right upon that holding.

I must, however, disagree with the majority when they say that the mineral rights in waste lands do not belong to the zamindar. It is really difficult to understand or reconcile the position taken by the majority in the report. On the one hand the control and the right of distribution of the waste lands is admitted to belong to the zamindar while on the other hand the mineral right is predicated in another way. My views with regard to waste lands will be set out in another chapter.

CHAPTER II.

As stated in the previous chapter the relationship between the zamindar and the tenant is that of owner paying tax to the zamindar. One characteristic of ownership, heritability and alienability, has been shown in the previous chapter to be of common law origin and section 6 was only declaratory and that too not to the fullest extent. The second characteristic of ownership is that of non-liability to pay anything to anybody except the taxes of the State. The common law of the country imposed on every occupier or owner of land the duty to pay some portion of the produce towards the State. It was one-sixth according to Manu. From the records it appears that when the Mussalmans became the sovereigns the share increased from one-sixth to one third. Appendix I gives Ain-I-Akbar on this matter. Appendix XII dealing with the cultivator's share sets out what it was prior to and in times of the introduction of the Permanent Settlement. These increases in the share of the produce are not to be confounded and have no analogy to the increases of rent between a landlord and a tenant. The former are regulated by the requirements of the sovereign, his sagacity with regard to the capacity of the ryots to pay and his statesmanship for the conservation of a contented tax-paying population. That is why we find in times of peaceful rule and wise statesmanship the share was somewhere between one-sixth and one-third, but when more troublous times came it rose to a half ($\frac{1}{2}$) to meet the requirements of war or other necessities. Whether the ryots were willing and able to pay half or not, being in the nature of a tax it was necessarily collected from the ryots.

Having thus set out that the share which the tenant was giving to the State was in the nature of a tax, it remains to consider how it was dealt with under the Permanent Settlement. The zamindar being made the assignee of the right to collect the tax and the proprietor of that right, his power to impose any further taxation had necessarily to be curtailed. This arises from the very nature of what was assigned to the zamindar. If it was the property of the ryot that was assigned to the zamindar, it would have been left for the zamindar to deal with the ryot and his rents as he pleased according

to the ordinary law of landlord and tenant. But, as it was not the property of the ryot that was assigned but only the right to receive the tax from him it became necessary that the zamindar should be restrained from turning out the ryot or enhancing the tax from him. That is the reason why we find clause 9 of the Patta Regulation which is as follows :—

“ Where disputes may arise respecting rates of assessment in money or of division in kind, the rates shall be determined according to the rates prevailing on the cultivated lands in the year preceding the assessment of the permanent jummah on such lands; or, where those rates may not be ascertainable, according to the rates established for lands of the same description and quality, as those respecting which the dispute may arise.”

The rates prevailing in the year previous to the Permanent Settlement were fixed as the limit because in most estates they were taken into consideration in fixing jummah on the estates.

Further, the ryots in the periods prior to the Permanent Settlement were paying not merely the land tax but certain other taxes also, the nature of which as an illustration can best be gauged from the following extract contained in the Circuit Committee Report on the Cassimcotah Division of the Chicacole Circar, page 6 :—

The ancient and present mode of making the collections we understand to be widely different. The one formerly in use under the Native Princes, when troops and servants were paid in necessaries instead of coin, and before there were large exports and returns of money was an equal division of the produce between the Rajah and the cultivator the latter defraying all village and collection expenses. The quantity of the crop was determined by a valuation made by indifferent persons just before the harvest, and in presence of the public servants and inhabitants. This estimate being registered by the kurnam, the circar servants after the grain was trodden out, received the Government Moiety, but since the arrival of the Mahommadans and as we understand within these last 60 years, a different mode has been introduced by the Zamindars of Vizianagram, who have set aside the former usage, and after ascertaining by measurement the quantity of the arable land, imposed a fixed rent of 10 rupees per garce called cist, the payment of which entitled the labourer to the unrestricted disposal of his whole crop. This, alteration favourable as at first sight it may appear to the inhabitant, was established solely for the convenience and profit of the zamindar, as it enabled him to take one kist of the collections in advance and served as a foundation whereon to calculate any further assessments. Soon after when the land was supposed to be improved, the mulumuttee was added at the rate of 100 and 150 per cent on the cist, and thenceforward considered as a fixed payment. The Nazer which is taken in plenteous years, is an exaction, not fixed, but generally at the rate of 50 per cent on the cist. The Bilmuctah is an Appraisalment of poor ground producing only small grain, by which the same is rented for a specific sum and not liable to any other imposition excepting the sary, which was originally the zamindar's allowance from the Mogul Darbar of 10 per cent on the collections in reward for preserving good order, and encouraging cultivation. These assessments reduced the labourers' share to about one-third of the produce, at which rate their proportion is understood to be generally established but the zamindars have introduced other changes fully set forth in the village account No. 9, which have curtailed their real share to barely one-fifth of the harvest.”

It will be seen that collections of this type have no reference at all to the yield of the land and are applicable only on the basis of the Government authority to collect such charges. However, as at the time of the Permanent Settlement these were included in the resources of the zamindari and jumma was fixed on the basis of their inclusion the collection of such dues had to be legalized. That is why we find the following clause in Regulation XXX of 1802 :—

“ Where the rents or revenues of land, payable either in money or in kind to the proprietor, may have been collected under various denominations, in addition to that of the proprietor's share, such as canongoi and cavelly rusooms, or other charges, they shall be consolidated in the pottahs into one specific sum of money or quantity of grain; and in the event of claims being instituted by proprietors of land on engagements in which the rents or revenues may be so consolidated, such claimants shall be non-suited, with costs, before the Adawlat of the zillah, from and after the expiration of two years subsequently to the time when the permanent assessment of the land revenue may have been fixed.”

While the power to collect the existing abwabs then had to be legalized the exercise of imposing any fresh abwab in the future had also to be prohibited since the zamindars were ceasing to have their quasi-political capacity and converted into proprietors. Therefore, we find clause VII, which is as follows :—

“ Proprietors or farmers of land shall not levy any new assessment or tax on the ryots, under any name or under any pretence; exactions other than those consolidated in the patta, or otherwise authorized by the Government shall, upon proof, subject the proprietor or farmer to a penalty equal to three times the amount of each exaction.”

The provisions of the other clauses in the patta regulation as to the exchange of pattas and muchilikas, receipts for the payment of monies, distraint powers, are all analogous to the quasi-governmental powers of collecting taxation. It is perfectly clear from the above that the great body of the ryots who inhabited the several villages which went under the Permanent Settlement were thus really handed over to the permanently settled holders and asked to pay the dues of the State thenceforward to the zamindar. The payments, therefore, of the ryots cannot in any sense be regarded as rent but only as taxes to persons who have been the constituted proprietors thereon. That is the reason why while on the one hand the zamindars were being constituted proprietors regulations were passed to define the relations between the proprietors and their ryots. If it is a relationship merely of landlord and tenant, these regulations have no place at all. If on the other hand, they are those between a tax gatherer and a tax payer, the regulations become intelligible. From the above discussion it is apparent that the juridical relationship between the zamindar and the ryot is not at all one of landlord and tenant but of sovereign and the tax-payer, the sovereignty in that particular matter having been converted into private property, and liable to be regulated by the usages of the country and the regulations of the sovereign power exercising its other sovereign functions.

I agree therefore with the majority report in so far as it states that on the one hand the Government demand on the zamindars was fixed permanently for ever and on the other hand the zamindar's demand on the ryot was alike fixed permanently for ever.

The real question, however, is what was permanently fixed as against the ryot? Before stating my ideas in the matter it may perhaps be more advantageous to find out to know what is the majority report on this matter. With the greatest possible attention that I can give to the majority report and with the utmost respect for it I find it difficult to know exactly the position in the report. However, I shall try to set it out as far as I can make out.

1. In respect of villages in which the rates of rent were fixed in money prior to the Permanent Settlement by the Government or by the zamindars: Such cases occur as in Barmahal and Salem districts which were ceded to the Company in 1792. Colonel Read and his assistants introduced the ryotwari survey and system (the old), under which the superficial extent of the land by the actual measurement of each cultivated field and each tract of waste was assessed in a fixed sum of money or tract thus measured. In reference to the ryotwari assessment thus made and the collections under it the lands of these districts were subsequently assessed with a jumma on the permanent zamindari tenure. The question is what is the recommendation of the majority report with regard to such villages which are still under Permanent Settlement? It is these villages and villages of that type in other districts which are referred to as surveyed and fiscal rates adopted in in the Rent Recovery Act of 1865. The construction put upon the clause in section 11 relating to those tracts by the majority report to my mind is entirely erroneous. Is the recommendation the following: whether the money rates as assessed prior to 1802 under the survey and settlement referred to above should be considered as permanently fixed and not liable to be altered at all for any reason? Or is it that the total State dues from the ryots in the year preceding the Permanent Settlement should be considered to be the fixed rent on the areas then under cultivation and the rate per acre should be ascertained by dividing the total State dues by the area under cultivation? If it is the former it will work the greatest hardship on the ryots. The following extract from the Minute of the Board of Revenue, dated 5th January 1818, will show the iniquity of those rates :—

“ But decisive proof both of the inequality and excess of the new assessment has been since afforded, for when, with reference to the Ryotwari assessment, and the collections under it, the lands of these districts were subsequently assessed with the jumma, on the permanent zamindari tenure, the zamindars found it immediately necessary to reduce the teerwas, and these reductions in some cases extended to half the land under cultivation—nay, the high jumma assessed on the estates in the Salem or southern division, in consequence of the high ryotwar teerwas of Colonel Macleod, which exceeded the settlement

of 1202 by no less than 36½ per cent, has been the principal cause of the failure of the permanent zamindari settlement in that part of the country; and in the estates of the Salem district which have consequently reverted to the Government, the Board have been obliged to authorize a general reduction of the pre-existing *teerwa*. Nowhere indeed do the survey rates of assessment appear generally to have stood well except in the Barmahal or centre division, where they were fixed by Colonel Munro, who seems, more than any of the others, to have modified his *teerwas* by the only certain criterion, *the past actual collections*, for his survey assessment exceeded the settlement of 1202 by only 3½ per cent, while that of Colonel Graham was 29½, and that of Colonel Macleod, 36½ per cent above it."

The majority report, Part II, in pages 155 to 166, deal with a zamindari consisting of some villages of this type, which is the Kannivadi zamindari. At page 164 it is stated as follows:—

"In this particular case it may be that the ryots suffer because admittedly the rates fixed by Mr. Hardis in the Permanent Settlement of 1802 were unconsciously high."

From this it would appear that the recommendation is that the fiscal rates prevailing before 1802 are the rates to be taken into consideration to-day. If that is so, there is no reason at all for working out the figures in pages 163 and 164, or taking the total income assessed in 1802 into consideration.

(ii) Villages, under the old practice of paying a share of the produce and which are still to-day held similarly and villages under the system of a fixed grain rent with or without money rents varying or not varying according to the crop raised thereon. There are a good many villages of this type notably in Vizagapatam, Ramnad and Tinnevely districts.

The proposal of the majority report as appearing from the draft bill clause 23 is as follows:—If the prevailing system of land revenue in a particular estate is still continued on old *waram* basis and the ryot demands after the passing of this Act that the *waram* system should be changed into money system, the commutation prices that should be adopted by the Revenue courts shall be the prices that formed the basis of the Permanent Settlement and not the prices that prevailed on the date of commutation. It looks therefore that so far as the villages comprising these lands are concerned the total of the State dues in the year preceding fasli 1210 need not be looked into at all as nothing turns upon what the total amount of the income of the village was in the year preceding the Permanent Settlement. Under this proposal what has to be done is: the produce of the lands has to be ascertained and according to the share that was the Circar's in 1802, it has to be settled on the basis of the prices of 1802. As I have stated already the share in the year preceding 1802 was not only the maximum assessment but was found in the Government surveyed areas of Barmahal and Salem to be over assessment. Whether the relief should be given by way of going back to the prices of 1802 on the present yield of the lands seems open to objection since the tenant has been improving the lands for a long time since 1802.

(iii) The third-class of villages are villages, the lands in which were paying a share of the produce or at a fixed grain rent prior to 1210 but in which money rents were introduced subsequently and are at present existing. This is by far the most numerous of the villages under the Permanent Settlement. I am absolutely unable to understand what the recommendation of the majority is in respect of the lands in these villages.

Section 3, clause 5, of the proposed bill is as follows:—

"The land revenue payable by a ryot to a landholder means the rates of land revenue assessment fixed in perpetuity at the Permanent Settlement on the land."

The lands in the villages now under discussion were paying at a fixed share of the produce including *russooms*, etc., or paying fixed grain rents. Is it the proposal now that the lands in all these villages have to be surveyed and settled on the basis of the productive capacity at present existing with reference to the prices of 1802, which however I do not find provided for in the proposed bill? It must be remembered that if this is the proposal it would not give any relief at all but possibly cause some damage and bring the ryot's position further down. The money rents have all been substituted and thereafter the tenant unlike in the case of lands on which *waram* tenure prevails makes all improvements because the entire surplus belongs to him. To apply therefore the 1802 rate of rent is perhaps not the proposal.

From the figures worked out in report, Part II, appearing at page 74, the proposal probably is as follows:—

The total State demand in the year preceding the permanent jumma should be divided by the acreage under cultivation and the figure so arrived at should be the rent for the area. It is stated as follows with regard to Karvetinagaram estate:—The total area under ayan cultivation dry was 532,371·4·4/16 guntas and the total teerva payable thereon was 19,742·13·5/16 Star pagodas. Dividing the one by the other the rate of assessment for a gunta of dry land at the time of the Permanent Settlement is arrived at as 2 annas in the rupee. Similarly in the case of wet lands, the total area under cultivation (wet) is 313,046·14 guntas which yielded a teerva of 49,801·10·4/16 Star pagodas. By dividing the one by the other the rate per gunta is given as 8 annas and 11 pies, and as the gunta is nearly about 37 cents, the rate per acre of wet land comes to about Rs. 1-8-0. The proposal under these figures, therefore, is really not to adopt the rates of rent that were prevailing in the year 1801 but the rent realized as the rent chargeable upon the whole area. This is the crux of the whole matter. What was the limit placed by the Permanent Settlement and the Patta Regulation as the demand on the ryot? Was it merely the rate of rent or the proportion of his rent on the total demand of 1802? To my mind, the Permanent Settlement was not intended and did not fix the State dues of fasli 1210 to be the maximum demand on the cultivated area but what was fixed by the Permanent Settlement and the Patta Regulation was only the limit of the maximum rates of rent. The following are my reasons:—Clause 9 of the Patta Regulation distinctly sets out only rates of assessment in money or of division in kind, not the rent of the year preceding the assessment of the permanent jumma divided by the area under cultivation but the rates of rent prevailing in the year preceding. As stated in the Minute of the Board of Revenue, dated 5th January 1818, "*this tenure fixed the rate but not the amount of the dues payable to the zamindar*". The amount payable by him, however, was unalterably determined and on this tenure the zamindari and palaiyam lands were made over to the existing zamindars and poligars in perpetuity." The sale proclamation relied on by the majority report and quoted at page 56 supports the same view. Clause 18: "It is declared to all purchasers of land that inhabitants of the jagheer are not considered entitled to a *higher rate of waram* than that inserted in the dowie of fasli 1210 nor is the purchaser entitled to a *higher division of produce* as succeeding to the rights of Government than the rates therein specified as the Government share." That it was the rates that were unalterably fixed and not the State dues of fasli 1210 is the opinion expressed in B.P. No. 7743 quoted at length in the majority report. In the subsequent legislations of 1822, 1865 and 1908 it is all agreed that it is only the rates of rent that were unalterably fixed. The Select Committee on the Rent Bill of 1863 was also of the same opinion. It held that the Patta Regulation fixed the maximum rent demandable from the ryot. The courts have also held that the ancient usage and common law of the country fixed the rates which were not interfered with but upheld by the Patta Regulation. On these considerations I am unable to agree with the majority report if it is their intention to find that the Permanent Settlement fixed the demand of fasli 1210 as the maximum demand and not the rates of fasli 1210 as the maximum rates of rent.

Before leaving this part of the subject I must state that this view of the matter was never put to the witnesses examined on behalf of the zamindars. This view was not so much as hinted even by any witness or by any document filed in the case. At least the question of conversion of rates of old measurement existing prior to 1802 into land measurements of the present day ought to have been put and opinion elicited. We find without any such examination at all some figures given in the majority report converting garces, gurrus, guntas, etc., into terms of present land measurement. The inaccuracy of it can be shown by this conclusion of the Committee as reported in paragraph 75 with regard to Karvetnagar estate: "The comparison shows clearly that cultivation has not at all expanded but actually declined since the Permanent Settlement on account of high rates of rent levied by the zamindar." Whatever the logic of figures may be, I, as having a personal acquaintance of the areas under Karvetnagar zamindari, cannot for a moment accept that cultivation has not extended since the time of the Permanent Settlement. The logic of figures must yield to the logic of facts.

Having thus far dealt with the recommendations of the majority report on the question of rates of rent I must now deal with the question whether the ryots have made out any case for revision of rents, and if so on what principles the revision of rent should be recommended.

In all the five centres where the witnesses were examined there has been an invariable complaint that the present rates of rent are high and beyond their capacity to pay and in many cases they are far higher than those obtaining in ryotwari areas. The causes for these rents in general being higher than those in the Government areas have now to be analysed—

- (1) I have already set out that the maximum rates of rent prescribed under the Patta Regulation really represented over-assessment. In Government areas this over-assessment when ascertained was corrected and, finally, the standard

of rates based on the half gross produce was abolished when the first survey and settlement was introduced and a new principle was introduced in the survey and settlement of Government areas.

- (2) Though the Patta Regulation fixed the maximum limit it contained no specific section preventing enhancement as obtaining at present in the Estates Land Act. Clause 9 of the Patta Regulation was open to the construction that it would apply only if there is no written contract.
 - (3) The Patta Regulation contained no provision in cases where the tenant or the zamindar wanted to convert the grain-rent into a money-rent. It was left practically for contract between the parties. The position of the ryots in relation to the landholder was really not one of equal status especially because the zamindar prior to the British Rule was having a quasi-political capacity and after the introduction of the Permanent Settlement was exercising a powerful influence in the country at large.
 - (4) The ryot was practically unable to obtain and utilize the documentary evidence showing the rates of rent that prevailed in the year preceding the Permanent Settlement. In the absence of such, the rate of the neighbouring land came only to be the guide.
 - (5) The Rent Recovery Act provided that rates of rent should be governed by the contract between the parties with regard to waste lands. This is absolutely alien to the ancient law and usage of the country. All arable land of a village whether cultivated or uncultivated was under the usage of the country liable to pay a tax to the State and that tax was not of one kind with regard to lands cultivated and of another kind with regard to land uncultivated if they are offered to be taken at a higher rent. This substitution of the contract rate in waste lands for the customary rate of the village in turn affected the principle of the rate prevailing on the neighbouring land.
 - (6) The Rent Recovery Act also introduced contract in the fixation of rent owing to improvements effected by the landholder. The ryot as already stated being not an equal party submitted to onerous terms. Provisions have been made in the Estates Land Act taking out from the domain of contract rents which have to be fixed in case of improvements effected solely at the expense of the landholder. But it maintained the old contract rates as they stood in 1908.
 - (7) The decision in Chockalingam Pillai's case as a result of which the zamindars in several districts pushed up the rents. In the Madras Estates Land Bill of 1905, the following clause is pertinent. Section 30, clause 1, says as follows :—
 " A ryot holding at a money sist may institute a suit before the Collector for the reduction of the sist on the following grounds, but not otherwise, namely, on the ground that the sist has been unduly raised after 1st May 1871."
- This clause was withdrawn in the Bill of 1908 which made the rates existing in 1908 legal and fair.
- (8) The commutation of lands held under varam rate into lands to be held under the money rates under the provisions of the Madras Estates Land Act. These provisions are definitely based not on taxation principle but on landlord's principle. The high rates of rent fixed in commutation proceedings had been the subject of insistent complaint by the witnesses who were examined before the Committee.
 - (9) Enhancements of rates of rent, by reason of advancing prices under the provisions of the Estates Land Act. Leading estates like those of Pithapuram and Vizianagram have taken advantage of the provisions of the Estates Land Act for enhancing the rents on the ground of rise in prices. The suits or proceedings were all instituted during the period of high prices but no sooner were the rents enhanced than the prices began to fall.
 - (10) The general depression in the price-level itself has accentuated the burden of the money-rates.

As a result of the above and several other causes, the evidence of the ryots complaining about the rates of rent being high and unbearable must be accepted and a revision of rates so as to make them more fair and equitable than the ones now existing seems to be imperatively called for.

In this connexion I cannot resist the temptation of repeating the quotation from the Land Revenue Administration made by Mr. Sami Venkatachalam Chetti in his speech in the Madras Legislative Council :

" In zamindari areas the rentals are often extremely high as compared with the neighbouring Government assessments owing to the fact that having been permanently settled in 1802 they either retain the paimash rates similar to those

of the Government areas at the period including the now obsolete garden tax or where untrammelled by such rates, they are able to make their own bargains with their tenants, or they have commuted the amounts due under the sharing system into money at their own rates. In a zamindari now under the Court of Wards the Board has found that the highest wet rates are Rs. 45 per acre for which, however, the ryot may raise two crops if he can; the garden rates run up to Rs. 15 per acre. These are maximum rates but are actually being paid. The rate payable for betel-leaf garden is fixed at Rs. 32 per acre. The maximum wet rates for Government lands in the three neighbouring districts are Rs. 10, Rs. 8 and Rs. 7-8-0, respectively with the addition of one-half extra when a second crop has been raised. The moderation of Government assessment may be gauged from the figures. In considerable areas in the Godavari delta good zamindari lands are rented to tenants for growing paddy at Rs. 25 to Rs. 30 plus the Government water-rate and at much higher rates for sugarcane. The Board is not defending these rentals, but they are payable and are being paid."

This grievance of the high rates of rent is not a new one. Even in 1908 it was recognized though ultimately the rates were fixed at the level of 1908. In the Bill of 1934 an attempt was made by an amendment proposed by Mr. Sami Venkatachalam Chettiyar, which was, however, ruled out of order, to bring the rents in zamindari areas to the level of those in the Government areas.

A Bill to amend the Madras Estates Land Act was also attempted to be introduced in 1934. In regard to rates of rent, clause 12 of the said Bill is as follows:—

"Add the following explanation to section 28 of the said Act:—

'*Explanation.*—The contrary shall be deemed to have been proved when it is proved that the rent or rate of rent lawfully payable is in excess of the assessment lawfully payable on land, held on ryotwari patta in the neighbouring revenue taluk under the Government which is of the same quality and has similar advantages, or when it is proved that the rent or rate of rent on the land has been enhanced on or after the 1st day of July 1898.' "

Before setting down my recommendation it is necessary to advert to one other matter and that is whether an enhancement on account of rise in prices is allowable if the judicial relations between the zamindar and the ryots are those of an owner paying a tax to the zamindar in whom the power to collect the tax is vested. It has already been pointed out that the power to increase the tax being a Sovereign power has been taken away from the zamindar under clause 8 with regard to abwabs and at least by necessary implication under clause 9 with regard to rates of assessment. Clause 37 of the Instructions to the Collectors which has been already set out is to the following effect:—

"It is to be hoped that in time the proprietary landholders and ryots will find for the mutual advantage to enter into agreements in every instance for a specific sum on a certain quantity of land leaving to the option of the latter to cultivate whatever species of produce may appear to them likely to yield larger profit." The said clause therefore clearly contemplates no periodical revision with reference to price.

Section 30 of the Estates Land Act in the proviso (a) enacts as follows:—

"Provided that if the rent be permanently payable at a fixed rate or rates it shall not be liable to be enhanced under this clause on the ground of a rise in prices."

This proviso recognizes that if the landholder and the ryot substitute the money rents for the old waram no question arises for enhancement of the money rent on the plea of rising prices. That is why in the evidence before us instances have come to our notice of several cases of the zamindars receiving money rents uniformly without raising them though the prices have increased. In fact, the right to raise rents on account of rise in prices for the first time finds a place only in the Act of 1908. It had no place till that time either in the regulations or in the Case Law. To my mind this revision of rates of rent by reference to prices has its origin in the periodical settlements of the Government revenue and should not be applied in zamindari areas because it is not the Sovereign that is applying its mind to the revision of rates and as the Sovereign has many considerations besides merely the rising prices in ordering or withholding a revision of rates. I am therefore of opinion that the provisions with regard to enhancement of rent in the Estates Land Act should not be allowed to continue and the rents should be fixed once for all. The question now remaining to be answered is on what principle the revision of assessment in zamindari areas should be effected. It has been stated already that while a certain section of ryots in certain areas have been left to be dealt with under the permanent settlement and connected regulations another section of ryots are retained

by the Government and the State dues are collected from them by its own revenue agents. In both the areas the assessment prevailing in the Presidency in the year preceding the permanent settlement was taken as the standard. The zamindars have worked that standard of assessment to the present high rates, consistently with the various laws that have been passed in reference thereto. The Government on the other hand taking the same standard of assessment and applying it to its own section of ryots have arrived at a lower level of rentals. In such circumstances, the least that ought to be done is to approximate the zamindari rates of rent to the level of the Government rates. That also has been the evidence before the Committee and the recommendations of the several organizations including those of ryots were to a similar effect. In view accordingly of the above considerations the only possible recommendation that can be made is as follows :—

That all zamindari areas be compulsorily surveyed and settled on principles analogous to and identical with those under which ryotwari areas have been settled taken in conjunction with the recommendations of the Marjoribanks Committee Report and the rates fixed on such survey and settlement should be fixed for ever. Where, however, the rates existing are lower than those that may be levied under the settlement recommended the said rates should be confirmed and fixed for ever.

CHAPTER III.

SURVEY, SETTLEMENT AND IRRIGATION.

Intimately connected with the rates of rent is the question of irrigation and survey with regard to the holding. The value of the ryot's ownership of the holding depends upon the weight of the public assessment and its facility for a steady and unfailing supply of water. Leaving aside the dry lands which depend upon rain or well water procured by the labour of the ryot the wet lands constitute by far the most important and valuable part of the ryot's holding in the zamindari area. A difference in the rates of rent by a few rupees one way or the other is not so injurious to the ryot as that which will arise owing to defective irrigation system. If a ryot raises a wet crop and owing to want of water either in the middle or in the end, the crop perishes, he not only loses the crop but also all the expenses that he has incurred in raising the crop. Ordinary experience shows that such expenses vary from ten to twenty rupees per acre so that whether he gets any remission or not in the payment of the wet rates, he is bound to lose his amount. Remission therefore is only a palliative and the real remedy is in the maintenance of the irrigation works. Shortage of water while it may not cause a total failure of the crop invariably affects the total yield of the crop. I have set out this to stress the serious responsibility that rests with regard to maintenance and repair of irrigation works.

In the reports from the several Collectors received it is shown that there are several tanks now out of repair. Witnesses have also spoken to the fact that the irrigation works are not kept in an efficient state and on the other hand have been left to decay. The provisions enacted in the new amendment Act do not seem to have been fully sufficient to bring about an improved state of things. To my mind in such circumstances the only remedy that I can think of is to create a depreciation and reserve fund for each irrigation work out of the rents collected from the ayacut of the said works. The percentage of the collection that has thus to be withdrawn and earmarked for the maintenance and annual repairs of the irrigation works must necessarily be somewhat of an arbitrary nature, but seeing the state of disrepair that is now existing in several irrigation works I feel inclined to recommend that a sum not exceeding 25 per cent to start with of the ayacut collection may be made available for repairs and may be gradually reduced to 10 per cent after such repairs have been carried out. In calculating, however, the income from the total ayacut of the irrigation works, from out of which the irrigation fund has to be constituted, the income from the fishery also should be taken into account.

Evidence has also been laid by the ryots that the control of irrigation works and the distribution of water from field to field should not be left in the hands of the zamindar. As at present existing it has been practically admitted by witnesses on behalf of the zamindars that field to field distribution is really done by adjustment between the ryots subject to the control of the ordinary civil courts when infringement occurs of the customary mode of distribution. In zamindari areas and in Government areas, I believe, the same method is in vogue. Even in the delta areas, while the distribution of water is exercised by the Government it has not gone to the length of exercising it from field to field. From the very nature of it, it is extremely intricate to put on statute the rules governing the distribution of water from field to field. All that has to be recommended

is that the zamindar has no power to regulate such distribution of water from field to field and that distribution from field to field should continue to be governed by the customary law of the village which will be interpreted and enforced by ordinary civil courts.

Another matter is as regards the levy of water-rates. Reference has already been made to the provisions of the Estates Land Act and Rent Recovery Act when improvements at the sole expense of the landholder are effected. I cannot agree with the majority report that the landholder should improve the existing sources or undertake new works without receiving due consideration therefor by way of proper and equitable rents. Such a provision would only lead to no new works or improvements being undertaken by the landholders. To my mind, to encourage such things which after all is more important to the ryots than the rates of rent should be the object of the legislature and not to discourage such undertakings. In respect of such enterprises I recommend that the water-rates levied in Government areas by the Government should be adopted as the principle to guide in the settlement of water-rates.

Complaints have been made that tank-beds are assigned for cultivation, temporary or otherwise, and consequently, tanks have become silted up. Landholders should be penalized from assigning tank-beds for cultivation or for any other use inconsistent with the purpose of storage of water. In the survey which I have recommended as compulsory the area of tank-beds should be directed to be scrupulously ascertained and demarcated.

SURVEY AND SETTLEMENT.

Quite co-extensive with the complaint as regards the rates of rent and disrepair of irrigation works was the complaint with regard to absence of survey and transfer of pattas. The lamentations with regard to joint-pattas were almost universal, and the anguish of it can be understood when it is realized that alongside of the high rates of rent which the ryot is to pay for the lands under his cultivation, he is made to pay also for the lands under another's cultivation because the patta has not been separated. Though all the Government areas have been surveyed and field-books regularly maintained and all other particulars made available in regard to the holdings in possession of the ryot, yet so far as zamindari areas are concerned only half had been surveyed and the other half has not been surveyed at all. This leads to difficulties in the location of the holdings, in the sale of such holdings or in the mortgage of such holdings. The result of it is that the Land Mortgage Banks almost act under a rule that zamindari lands should not be taken in pledge. The want of survey leads inevitably to the accumulation of joint-pattas, and the accumulation of the arrears of revenue intensifies the grievances under joint-pattas. Complaint has been made by the zamindars that though orders for transfer are made by them they are delayed by the karnams who are not removable by them. Whatever the reason the grievance remains and is practically admitted.

Provisions obtaining in the ryotwari area for the transfer of holdings, subdivision of holdings, and maintenance of land records have to be adopted in zamindari areas also and joint liability should be made to cease so soon as the several holders of the land apply to the zamindar to issue separate pattas.

Before closing this chapter on irrigation and survey I feel bound to make one observation. Every year the Government is realizing 40 lakhs of rupees by way of peshkash and about 7 lakhs of rupees by way of quit-rent on inam properties. It has been doing so for the last 130 years and the irrigation and survey and settlement of the rates of rent in the zamindari areas have been left undone for so long a time in spite of the collection of about 50 lakhs of rupees every year. Though the responsibility of the zamindars is undoubted that of the Government in the matter should not be forgotten.

CHAPTER IV.

FORESTS AND HILLS, ETC.

The reference is as follows :—

To report on the conditions prevailing with regard to utilization of local natural facilities by tenants for their domestic and agricultural purposes.

The questions framed in connexion with this are as follows :—

7. (a) What are the rights of tenants with regard to the utilization of local natural facilities such as grazing of cattle, collection of green manure or wood for agricultural implements?

- (b) Have the tenants any inherent right to use them for their domestic and agricultural purposes free of cost?
- (c) What are the respective rights with regard to the public paths, communal lands and hills and forests and porambores as between the tenants and the landholders? "

The recommendation of the majority may also be set down here :—

- (a) When the land itself belongs to the ryots, when the landholder is only a collector of revenue it must be declared that the ryot is entitled to enjoy all the natural facilities including grazing of cattle, collection of green manure or wood for agricultural purposes. It is an inherent right, and a right which they have been enjoying from time immemorial and not one newly acquired.

As regards clause (c) they have undisputed rights over all the public paths, hills and forest porambores—not a right derived from the landholder but one which they and their ancestors had been enjoying. Their rights are all historic matters—

" There is no question about the right of the ryot to porambores, hills and forests and forest produce, etc. This right must also be declared in unambiguous terms in the new Act."

Pursuant thereto we find the following in the proposed draft Bill (section 4, clause 11 of Draft Bill) (page 283) :—

- " 11. (a) Subject to the provisions of the Madras Forest Act of 1882, ryots are hereby declared to have proprietary right to the soil in all forests and to the customary rights of grazing, taking green leaves for manure, and cutting wood for domestic and agricultural purposes, etc.
- (b) The landholders shall have no right to the soil and shall have no right to prevent the ryot from enjoying the natural facilities stated above.
- 12. (a) In waste lands and forests, ryots shall have the right to mine and to quarry and to excavate any mineral wealth or gravel or clay in the ground vertically beneath his holding subject to the condition of paying royalty to the Government under the Mines Act."

I shall deal first with communal porambores. The evidence before the Committee unmistakably shows that communal lands are freely encroached upon by the ryots as well as by the zamindars. One important cause for this is the absence of survey and proper demarcation of lands set apart for communal purposes. Absence of proper control may also have contributed to this. But unless communal lands are clearly demarcated and Government given power to preserve them the ryots in general will not be able to derive the benefit from the lands set apart for their common use.

As regards forests the first thing to be noted is that the ryots are declared to be the owners. Though it is not stated as to ryots of which village must be declared the owners it may be presumed that it was intended that the ryots of the village in which the forest is situate shall be declared owners though the use of the forest in certain matters might have been open to several villages in the neighbourhood of the forest areas. That is, however, a small matter because it can be corrected into extending the ownership to the ryots of the several villages outlying the forest area. The real question, however, is, whether the declaration that the ryots are the owners ought to be accepted.

If it is intended as a declaration of the common law of the country that the forest area belonged to the village and that common law had come down to us unaffected by the Permanent Settlement Regulation then I must disagree for the following reasons :—

- (1) The law has been declared by the highest tribunals, that is the High Court and the Privy Council, that the forests and the hills situate in a village, either zamindari or inam, belong to the proprietor or inamdar subject only to any ascertained usage or custom with regard to the utilization of natural facilities. Every reference quoted above and the questions framed proceed on that assumption. It is unnecessary for me to quote the Case Law in a Minute like this. In 40 Madras, 886, it was declared unequivocally all that was chargeable with the jumma was included in the grant. The same view was held in 36 M.L.J. 203 and, to my mind at this time of the day, it is idle to hold that the permanent settlement did not convey the villages or forest and hill portions of the villages permanently settled, under Regulation XXV of 1802. Section 4 of the said regulation has been construed by the Highest Court in favour of the zamindar.
- (2) To any argument that might be urged that there was at the time of the permanent settlement another body called the village politic or the ancient Mirasi consisting of the original settlers of the village holding the entire village

in distinct and known shares the answer is there was no such jurisdic body either at the time of the permanent settlement and certainly is not to-day. No witness has ever claimed that forest areas, though they be of large extents extending over miles, are owned by the village proprietary. The claim that has been advanced and agitated for is only a claim limited to the utilization of forest advantages. The growth and disappearance of mirasi tenure is discussed elaborately in the Minute of the Board of Revenue under date the 5th January 1818. The introduction of Pyacarries and the overassessment during the time of the Mussalman period and several other reasons enumerated in the said Minute, contributed to the disappearance of the Mirasi system and it is now only a matter of historical interest, though it may be a historic fact. With regard to Telugu country, this is what appears in paragraph 115 of the said Minute :—

“ Accordingly, on the cession of the Telinga Provinces to the British Government, the Cadeems, whatever their former situation may have been, were possessed of no other rights than those of the Olcoody Pyacarries in the Tamil country. Their landlord's rent, if it ever existed, with all power of selling or disposing of the land, was universally gone ; but they continued the hereditary permanent farmers of their villages, and so long as they paid the public dues, they could not be ousted from their lands, which, though not now saleable, have descended from father to son from generation to generation.”

So that the ancient Mirasi cannot be predicated now with certainty and the word ‘ ryots ’ referred to in the recommendation must be taken to mean ryots in general. If the idea is that the ryots in general of any village as existing at the moment become the owners under the proposed legislation, then even the attempt must fail. The ryots holding to-day hold under a system of private property and they will be the last persons to pool their holdings together and enjoy as a body politic. Private enterprise and profit to the exclusion of others though they may be ryots of the same village are the key to life as now existing and to predicate such a body of ryots as the owner of the forests is to my mind utterly illegal and disastrous.

That is the reason why in the evidence that has come before the Committee several witnesses who spoke on behalf of the ryots did not agree to any suggestion that the regulation of water-supply, of forest rights or collection of rents should be made to vest in a panchayat of the village. Panchayats even in the discharge of their functions pertaining to public matters have often been accused of having perverted their powers for selfish ends. When the pernicious effects of a party Government in local and provincial matters is sought to be avoided by the interposition of an independent public service and judiciary it is unimaginable as the society is constituted at present to handover property rights to what may be termed as billage republic but what will turn out as a political caucus.

(3) The formulation of customary rights in forests, hills and panchayat areas cannot be construed into a claim of ownership. Four hill villages in the Kannivadi zamindari were getting at the time of the permanent settlement about 200 rupees by way of State dues. The evidence of the Diwan is that lands in the said villages are in the holdings of ryots paying an assessment of nearly 20,000 rupees. This case is an excellent illustration of both the principle and its limitation. The few ryots in the hill villages in 1802 certainly had some customary rights in the matter of availing themselves of forest facilities. But it cannot be said that the villages were such republics in 1802 that they could not be granted under the permanent settlement, nor can it be said that the customary right was of such a nature that it obliged the zamindar to prevent all the persons now holding on an assessment of Rs. 20,000 from having entered upon the forest and made it fit for cultivation. The preservation of forest rights cannot be construed into a reversion to the age of pasture.

(4) In making this recommendation the majority report relies upon an order, dated 1884 on Mr. Farmer's paper on Proprietary Poramboke. To my mind G.O. No. 664, Revenue, dated 21st May 1884, is a sufficient answer to refute any recommendation made in Farmer's Paper. The Government in the said Government Order referred to paragraphs 27 and 64 of the Instructions of the Board of Revenue, dated 15th October 1799, and deduced therefrom that hills, jungles, etc., though originally classed as uncultivable were still intended to be included in the grant. The Government therein also point out that the Board's Instructions of 15th October 1799 were not superseded by the orders of the Government

of India but on the other hand were consistent with the true intention of the Government of India of the day. It is worth while to reproduce paragraph 27 of the said Government Order in full:—

“ Mr. Farmer often points to the pre-existing rights of the ryots as precluding the transfer of *purambok* to zamindars or Inamdars, (26); but it is difficult to see how the transfer could affect pre-existing rights in the case of *purambok* any more than in the case of lands classed as cultivable. It is well known that the Zamindars or other assignees of the public revenue possess no more right than the Government from whom they derive their titles. Mr. Farmer admits that the Government have the power to transfer *purambok* to ‘arable mark,’ (27) that is, cultivable area, and to levy assessment on it when cultivated; and he admits also that by the conditions of sales of zamindari published in 1802, all purchasers of land succeeded ‘to the seigniorial right which Government exercised in their capacity of general landlord.’ (28) The estates sold comprised whole villages, and the seigniorial right of Government referred to consisted in regard to waste in a right (limited in some cases) to assign it for cultivation and to receive assessment upon it or a share of the crop. This right was conveyed unreservedly to the zamindars.”

It is unnecessary to pursue the matter of ryot ownership further, and the questions as formulated are the only questions for consideration. The questions are—

What are the rights of tenants with regard to the utilization of local natural facilities as grazing of cattle, collection of green manure or wood for agricultural purposes free of cost? The evidence of the tenants has been to the effect that such facilities were being enjoyed in the villages without any payment to the zamindar from time immemorial and that the introduction of pasturage fees or licence fees, if any, is only of recent origin. Taking into view the sparsely cultivated condition of the country during the half of the last century, I cannot but believe that the zamindar would ever have thought of denying any facilities in the forest areas when there was so much land available for cultivation. It would work a hardship on the ryots if the matter of defining the origin, extent and nature of the custom in these matters, is left to be fought out in the courts. The trouble with regard to pasture land in the Venkatagiri area has led to several criminal proceedings and is certainly a matter of long-standing sore. Some limitations must be placed upon the powers of the Zamindars in respect of the control which they exercise over their forest areas and pasture lands. After giving every consideration I venture to make the following recommendations:—

- (1) The landholder shall be enjoined to reserve a certain area in the forest for the use of the ryots the area depending upon the requirements of the village in question. The ryots should have the grazing rights and other such rights under the supervision and control of the local Government Officer. The conservation of the said lands for pasturage and the growth of fodder crops and fodder grass in such areas should be made compulsory under rules provided therefor. The expenses incurred if any, in relation thereto, should be borne by the ryots concerned in the preservation of the grazing areas. This recommendation is made irrespective of the consideration whether there is a custom to that effect or not.
- (2) If there are forests or pasture areas immediately adjoining villages, any reservation of forests under the Forest Act immediately close or dangerously near to the village should not be sanctioned.
- (3) The rules that govern non-reserve areas in a Government village, must be made applicable in proprietary villages also.

Before closing this chapter I deem it my duty to make a few observations. In discussing the matters dealt with under chapters 1 to 3 we were dealing with the relations between the proprietor of the land-tax and the proprietor of the lands in the holding of the several ryots. Those matters affect the very fundamentals of the ryot's holding. But when we come to the question of forests, pasture lands, waste lands and other non-communal *porambokes* the matter assumes an entirely different aspect. The ryot's interests as such in those lands are insignificant barring the customary right of grazing, etc. But to convert the grazing right into an embargo on the development of the whole forest area is to my mind to strike at the very root of progress. In the Kistna deltaic areas where agriculture is flourishing almost every inch is cultivated and it will be unthinkable to set apart any lands there for pasture. As a matter of fact the deltaic ryots were leasing less productive pasture lands in the upland areas in the District till about two years ago when the introduction of the groundnut cultivation led to the break up of those pasture grounds

and the raising of groundnut crop on those lands. Is this to be regretted? Ryots in the deltaic area after this event are seeking lands in the adjoining districts or themselves taking to feed their cattle on foods other than grass. The urge of economic profits is bound to bring about substitution of one kind of cultivation for another and modify the character of the holdings. Complaint is made that the Zamindar of Seithur is denuding the forest by giving ten thousand acres for plantation. The ryot legitimately should have no grievance as that does not pertain to his holding. The denudation of the forest is linked as affecting the Tambraparni River system. Whether that is a matter of fact and whether as a result of it the wet ayacut under the irrigation system has been really and materially affected is a matter of serious doubt. However, it may be, the mixing up of considerations alien to the holdings of the ryots except possibly remotely, to my mind, has a deeper significance. The visualization of it and proper handling of it by persons responsible therefor is perhaps one of the most vital problems of the Provincial Government of the day. Constituted as they are, the idea of creating Peasants' Republics and Workers' Unions in their true sense is out of the view however excellent in theory.

INAMS.

I cannot agree with the recommendations such as they are, of the majority in respect of inam villages.

The first question proposed by the majority report is as follows:—

When such were the provisions of Regulation XXXI of 1802 and Regulation IV of 1831, Act XXXI of 1836, the Madras Inams Act and the Act XXIII of 1871 of the Government of India, how could they enact another law which is diametrically opposed to the existing laws? Thus a question of pure law is formulated and answered in the negative by the majority report. To my mind though I am not a jurist, the answer is wrong.

Inam villages and proprietary villages under the Permanent Settlement were dealt with firstly, under the Rent Recovery Act, secondly, under the Madras Estates Land Act, 1908, thirdly, under the Amending Bill of 1931 and lastly, under the Bills of 1934 and 1936. Besides these, there was the Bill of 1914 and there was another Bill also of Mr. K. Srinivasa Ayyangar. When the Act of 1908 was passed Mr. V. Krishnaswami Ayyangar, a Judge of the High Court, and other eminent lawyers were members of the Council. Mr. K. Srinivasa Ayyangar, an eminent Judge of the High Court, sponsored his own Bill with regard to the inam villages as part of the Estates Land Act. In the subsequent Bills able lawyers, Advocates-General of the day and High Court Judges also had taken part. Through a long history running over so many years and handled by persons whose knowledge of the law cannot in any way be doubted, no question of the type now raised by the majority report has been raised or even suggested. In fact, Mr. T. R. Venkatarama Sastriyar, whose ability as a lawyer I, at any rate, cannot doubt, did not question the validity or the conflicting nature of the law as it now obtains with regard to aghaharam villages when he gave evidence before the Committee.

This is in fact admitted by the majority report which states as follows:—

“It was not pointed out by any one of them that inam tenures were guided by a different set of laws specially enacted, ousting the ordinary jurisdiction of the civil court altogether.”

It looks to my mind that the matter was not raised because there is nothing in it. The two sets of laws really are not conflicting any more than the patta regulations are in conflict with the permanent settlement. The inam laws have no reference to the ryots but only to the relations between the Government and the inamdars. They have no bearing at all with regard to what was the common law or what ought to be the law with regard to the regulations between the inamdars and the ryots. The Estates Land Act attempted the definition, declaration and regulation of the rights and liabilities between the aghaharam-dars and the ryots and not between the Government and the inamdars.

Another point discussed in the report is that regarding possession of inams. Reference is made to proviso in clause 2 of Regulation XXXI of 1802 which is as follows:—

“And provided also that the present incumbents or their ancestors did obtain and hold actual possession of the said lands previously to the dates hereinbefore specified.”

Reference is again made to the Board's Standing Orders and the following is quoted:—

“To constitute a valid title, the inamdars to-day have been in possession for the period of 50 years before that date.”

Rule 52 is also quoted and is as follows :—

“ Uninterrupted possession of land as inam for a period of 50 years is declared in this rule to be sufficient to create a valid title to hold it permanently as inam, but the period of 50 years should be reckoned up to the date of the creation of the Inam Commission; it is not intended that an inam should be created merely by untaxed possession for 50 years up to the date when such possession is brought to notice.”

And lastly it is remarked as follows :—

“ It is this possession that is made the basis of recognition of title of inamdars by the Inam Commission.”

I am not certain, but, however, I take it that the report of the majority is based upon the fact that possession of the lands was taken into consideration and hence the inam villages should be excluded from the legislation relating to proprietary inam villages. To my mind, this reading of the proviso to clause 2 in Regulation XXXI of 1802, of the Board's Standing Order and other connected matters is entirely misconceived and erroneous. It is a mistake exactly similar to that which was committed in construing the permanent settlement regulation with reference to the use of the word ‘ proprietors of the soil.’ The possession referred to in the questions is not actual physical possession but the *possession as inam*. The only matter with which the Government was concerned was whether the holder of the inam village was entitled by reason of grant by the previous rulers to hold the village without paying the state dues therefor. It is inconceivable that the Inam Commissioner directed either fully or in part himself or was directed into an inquiry as to who was in possession of the land. The only inquiry was whether the land or the village was held in possession as *inam*, i.e., without paying is as erroneous as the deduction from the use of the words ‘ proprietor of the soil ’ which were used in the Permanent Settlement deed and Regulation. In fact, the Act of 1869 was passed in order to declare that nothing contained in the title deed issued to inamdars should be deemed to define, limit, infringe or destroy the rights of any description of holdings or occupiers of lands from which any inam was derived or drawn. In fact, it is analogous to the Regulation XXII relating to permanent settled estates.

Another matter discussed in the majority report is that inam villages do not come under the Permanent Settlement and Regulation. There is no question at all that the Permanent Settlement Regulation had anything to do with the inam villages. But it does not follow therefrom that the ryots in inam villages stand on a different footing from those who occupied the permanent settled areas. The essential oneness of the position of the ryots either in permanent settled areas or inam villages was recognized so early in 1818. The Board of Revenue, in its proceedings, dated 5th January 1918, observed as follows :—

“ The universally distinguishing character as well as the chief privilege of this class of people is either exclusive right to the hereditary possession and usufruct of the soil so long as they render certain portion of the produce of the land in kind or in money as Public Revenue, and whether rendered in service, in money or in kind or whether paid to Rajas, Jagirdars, Zamindars, Poligars, Mootadars, Shrotriyamdars, Inamdars or Government officers such as Tahsildars, Amaldars, Ameens or Tanedars, the payments which have always been paid by the ryots are universally termed and considered the dues of the Government.”

It was this identity, viz., ownership of the land tax that led to the introduction of the shrotriyamdars alongside of zamindars in the Rent Recovery Act of 1865. No objection to the two categories of the landholders being placed on the same footing was taken then. It was for the first time taken only in the Bill of 1905 for the obvious reason that it was declaring occupancy rights on the cultivators. This point was clearly brought out by the Hon'ble Mr. Stokes. This is what he stated :

“ Act VIII of 1865 applies to inamdars and applies to these villages and the reason why we had this opposition is entirely owing to the importation into this whole inam villages of the occupancy rights by statutory declaration.”

Mr. Krishnaswami Ayyar then practically yielded to holding that whole inam villages in which the land revenue alone was granted stand exactly on the same footing as the permanent settled villages in which also here is a grant of the land tax on more onerous terms than in inam villages. The High Court in its decisions had held that the common law which gave hereditary rights to ryots in zamindari villages was also the law in inam villages, and as a matter of fact even after the passing of the Estates Land Act in 1908 the High Court decisions were proceeding on a presumption that the grant was of one

waram only and that the tenants had a permanent right of occupancy. It was that presumption that was displaced by the Privy Council in 41 Madras which led ultimately to the Amending Bill of 1931.

Evidence has been laid by the inam proprietors that they stand in no better position than that of patta ryots. It may be so with regard to extents held in some cases. But the patta ryot pays the land tax to the Government whereas the inamdar is the owner of the tax himself. There is further this point to be borne in mind that no patta ryot or all the patta ryots in the village cannot claim to be the *owners* of the *village*. The holdings of ryots apart, the rest belongs to the Government, whereas in an inam village the rocks and hills and streams are all predicated as being owned by the inamdar or inamdars. Reference has also been made that inamdars are numerous and many village inams are held by several so that the provision of occupancy right would deprive the fractionary inamdars of any opportunity to revert to the land for cultivation. This might no doubt appear to be a hardship, but there are many permanent settled villages also which are now come to be held in small shares. The Karvetnagar estate has all passed under the hammer and several villages are held in fractions by numerous persons. The muttas of Salem are another example of the same kind. But the multiplication of the landholders under the law of transfer and inheritance cannot be accepted to modify the right of the ryot to hold his land paying the customary rent. In fact, this view of the matter was raised by Mr. B. N. Sarma in the Council in 1908, but was not accepted by the Government of that date. To my mind, therefore, no case has been made out for any revision of the law in favour of inamdars, so far as whole villages are concerned.

I cannot conclude this chapter without expressing my regret that the majority should not have made any proposals with regard to inam villages even supposing that the Inam Acts are in conflict with the Estates Land Act and that the inam villages should be treated by different legislation. The principles of that legislation at least ought to have been enunciated in view of the evidence placed before the Committee and in view of the interests of a large body of ryots in inam villages. It is a matter of some consolation, however, that what are called 'included inams' in the proposed draft Bill are placed exactly on the same footing as permanent-settled estates. The excluded presettled whole inam villages have been under the influence of the legislation as embodied in the Rent Recovery Act of 1865, Estates Land Act of 1908 and the subsequent amending Act. In such a case under those circumstances the proposal to repeal altogether the Estates Land Act as it applies to inam villages is to my mind absolutely indefensible.

B. NARAYANASWAMI NAYUDU.

(4)

**MINUTE OF DISSENT SUBMITTED BY THE
ZAMINDAR OF MIRZAPURAM.**

INTRODUCTORY.

I regret I am unable to agree with my colleagues on the conclusions arrived at by them in their report. The differences between us are fundamental. While my colleagues admit that the respective rights and liabilities of landholders and ryots in this Presidency should be determined on the basis of the Permanent Settlement, their conclusions, however, are, in my opinion, based on a complete misconception of its objects, scope and effect. The interpretation placed by them on the Permanent Settlement is singularly novel and one that has not been suggested by any judge or administrator who had occasion to examine and interpret the settlement these 130 and odd years during which it has been there. After giving every consideration to the reasoning of my colleagues I am unable to regard the long-accepted interpretation of the settlement as improper or unsound. Agreement in regard to the conclusions and recommendations of my colleagues is impossible as I am convinced that if those conclusions and recommendations should form the basis of legislative action, there would be expropriation without compensation and a clear conflict with the solemn engagements entered into by the Government at the time of the Permanent Settlement and reiterated from time to time. I am also of the opinion that the principles enunciated by my colleagues for such matters as the fixation of rents, have not even the merit of being capable of practical application. The data prescribed are either not available or where available, can never be accurate.

I cannot again see my way to express my concurrence with a report the conclusions in which, if accepted will once for all destroy that harmony and goodwill, between the landholder and the ryot on which alone depends the welfare and prosperity of both.

The necessity for a separate report being obvious in the above circumstances, I have submitted a report of my own, setting out my conclusions on the several questions to which the Committee have had to address themselves and have stated at length the reasons which have induced me to arrive at those conclusions.

CHAPTER I.

IMPLICATIONS OF THE MAJORITY REPORT.

Before dealing in detail with several conclusions and recommendations of my colleagues in regard to the various subjects which have come under their consideration I think it is essential that the full implications of their proposals should be clearly known. It is necessary that the Legislature and the authorities should be fully appraised of what may reasonably be expected to be the consequences of any legislation on the lines of the recommendations made in the Majority Report.

According to my colleagues the zamindar is entitled only to rent at the rates obtaining in 1802. Even in respect of waste lands he can only collect rent at the rates obtaining at the time of Permanent Settlement. Waste lands, hills, forests and tank-beds are all the property of the ryots. The landholder is under an obligation to keep irrigation works in proper repair and also "to construct new irrigation works for helping the cultivation without claiming enhanced land revenue on that account whenever circumstances demand." The ryots can also claim remission on the ground of failure of crops. The draft Bill furnished by my colleagues as embodying their recommendations makes it easy to envisage at a glance the import and effect of their several recommendations. If with all the obligations detailed above the income of a zamindar is to be reduced to what it was at the time of the Permanent Settlement, it can be stated without any hesitation that within a few years most of the estates would have to be sold up for arrears of peshkash. It would be remembered that because of the heavy peshkash imposed at the time of the Permanent Settlement several estates both in the northern and in the southern districts fell into arrears of peshkash and had to be sold up between 1805 and 1820. My colleagues themselves refer to this at page 5 of their report. That a similar result would inevitably follow the acceptance of their recommendations can be illustrated from the very figures furnished by my colleagues. In Part II of their report my colleagues work out what they describe as the 'Conversion Rates.' Taking the Vizianagram Estate, for instance, it is pointed out by them that if the proper conversion rate is ascertained, it would be found that there has been no extension of cultivation at all between 1802 and now. The present gross rent of the estate which is put down as about 25 lakhs is according to the Majority Report the result not of any extension of cultivation but of the enhancement of the rates of rent from time to time and it is recommended that the estate should collect no

more than what it collected at the time of the Permanent Settlement, namely, about 7 lakhs of rupees. Assuming that at least Rs. 70,000 out of this would have to be spent by way of collection charges calculating at 10 per cent of the revenue, which I need hardly point out, has an experience been found to be hopelessly inadequate, the net revenue of the estate if every pie is collected would be about Rs. 6,30,000. The expenses of maintaining the existing irrigation works in proper repair would, according to my colleagues, take away at least 10 per cent of the revenue. A deduction has therefore to be made for another Rs. 70,000. Here again I must point out that for a huge estate like Vizianagram an amount of Rs. 70,000 can be easily declared to be hopelessly inadequate. Calculating the zamindar's portion of the land-cess and other cesses roughly at 5 per cent there must be a further deduction of Rs. 35,000. The resultant amount of Rs. 5,25,000 would be considerably reduced if proper allowance is made for litigation charges, for remissions and for a part of the revenue not being realized, with the result that what remains would be less than the peshkash of Rs. 5,00,000 which the zamindar has to pay to the Government.

Take again the Estate of Bobbili. My colleagues have devoted considerable space to point out that in this estate also there has been no extension of cultivation after the Permanent Settlement. The gross revenue in 1802 was Rs. 1,26,000 to which was added Rs. 9,000 as an allowance for future extension of cultivation. Since according to my colleagues there was no extension of cultivation at all the gross revenue may be safely taken as Rs. 1,26,000. Deducting 10 per cent for collection charges and 10 per cent for repair of irrigation works and 5 per cent for the zamindar's portion of the land-cess and other cesses, the balance would be Rs. 94,000 without any allowance either for remissions or litigation charges and on the assumption that the revenue is fully realized without any arrear whatever. Out of this, Rs. 90,000 would have to go by way of peshkash. As I have already pointed out, I have deliberately put down the collection charges and the cost of repair of irrigation works at the lowest possible minimum. It is well-known and the Court of Wards has repeatedly stated in its administration reports of the several estates that the figure of 10 per cent for collection charges is an idea and hypothetical figure which experience has shown to be unattainable and that ordinarily collection charges are nearer 20 per cent than 10 per cent.

In the case of the Pithapuram Estate again my colleagues work out the conversion rate and arrive at the result that in the year 1803 the approximate cultivable land was 133,806 acres which is a little higher than the present acreage, 131,388. Assuming that notwithstanding the reduction of cultivation the income of the zamindar should be taken to be what it was in 1803, namely, Rs. 3,92,182, Rs. 98,000 out of it would have to be deducted for collection charges, cost of repair of irrigation works and cesses leaving only Rs. 2,94,000. Here again it would be noticed that there is no deduction for litigation charges or unrealized income or remissions. Rs. 2,59,000 is the peshkash payable by the estate.

In dealing with the Ramnad Estates my colleagues state as follows at page 124 of Part II of their report: "A glance at the figures previously given above shows clearly that by adopting the principle laid down above the present cultivation shows no extension at all since the Permanent Settlement." The acreage of 357,933 at the Permanent Settlement by Karnam's account must be taken to be equal to at least 450,000 acres. If the conversion rates calculated for Vizianagram, Bobbili, Bommarajupalem Estates are considered side by side with the above estimates it will be clear that the estimate errs more largely on the side of caution than on that of reality. It is stated at page 110 that the peshkash of this estate was fixed at Rs. 3,31,565 at the time of the Permanent Settlement in 1803 according to the usual terms of zamindari assessment in the proportion of two-thirds to the gross revenue. It may therefore be taken, though my colleagues did not give the figure that the gross revenue in 1803 was about 5 lakhs of rupees. The present rent roll is 13 lakhs and odd. The excess, however, is in the opinion of my colleagues not due to any extension of cultivation but to enhancements unauthorisedly made by the zamindar. If there is to be a reversion to the pre-settlement figure of 5 lakhs, working on the lines previous stated in regard to the other estates, it can be demonstrated that it would be impossible for the zamindar to pay peshkash completely or regularly.

In fact having regard to the proportion of two-thirds at which the peshkash was fixed at the time of the Permanent Settlement with reference to the then gross revenue it would be a mere matter of arithmetic to point out that if out of that gross revenue to which according to the Majority Report we must now revert, deductions are made for the several unavoidable items of expenditure which a zamindar would have to meet, a sufficient amount would not be left for the payment of peshkash. This seems to me to be an irresistible conclusion. It is unnecessary to elaborate the matter further as it is obvious that the logical and necessary result of the reduction of rents on the lines suggested in the Majority Report and in the Draft Bill would be the dismemberment and disestablishment of all Permanently Settled Estates. Once this is clearly and widely

realized, I have no doubt that the legislature and the public would reject the proposals made by my colleagues especially if they are carried out without the payment of adequate compensation as extremely unreasonable apart altogether from the legality or constitutionality of those proposals or the correctness of the conclusions on which they are based, which I propose to examine in the succeeding chapters.

PROPRIETORSHIP AND RIGHT OF OCCUPANCY.

In Chapters I and II my colleagues deal with the question of the proprietorship of the soil.

They commence their report by what I consider to be the most proper and pertinent observation, namely, that the first and most important question for consideration in this enquiry relates to the rates of rent. This observation they follow up by formulating two questions, viz., (1) what is the fair and equitable rate of rent which the tenant is bound to pay to the zamindar or any other landholder? and (2) is it open to the zamindar or landholder to enhance the rents fixed at the time of the Permanent Settlement at his will and pleasure or for any reason whatsoever on the lands that were then under cultivation or on those that were lying waste then but have since been brought under cultivation?

Pausing here I must observe that the frame of the questions themselves is highly objectionable. In the first question there is an assumption or implication that the existing rates of rents are not fair and equitable and that therefore principles must be formulated for the fixation of a fair and equitable rent as if an altogether new settlement of rents is to be undertaken on a priori or theoretical lines without any regard whatsoever to the existing rates of rents. Section 28 of the Madras Estates Land Act which provides that the existing rent or rate of rent shall be presumed to be fair and equitable until the contrary is proved, merely states a principle of universal application, which is always resorted to by courts of law and by legislatures in dealing with the conflicting rights of parties. There is a presumption in favour of the legality of the existing order of things and the burden of proving that it is otherwise would lie on the party challenging it. Even in the matter of interference by legislatures with the rights of parties it has always been regarded as a principle of sound legislation that existing rights should be interfered with to the minimum extent possible and even that only when it is demonstrated that the existing law has led to results which operate harshly or oppressively in respect of certain classes of the community. I would respectfully state that the question which the Committee ought to have put to itself is whether and in what cases on the oral and documentary evidence placed before it, it has been proved that the existing rates of rents are unfair or inequitable and the extent to which legislative interference is called for, such interference and its extent being justified and determined by what I may describe as the needs of the situation.

The second of the questions formulated by my colleagues and above referred to, is open to still stronger objection. It assumes that rents were fixed at the time of the Permanent Settlement, that any enhancement of rents must necessarily be arbitrary or capricious and again that zamindars are claiming a right to enhance the rents at their will and pleasure and for no reason whatsoever. Presented in that form the question can only admit of a negative answer. It would have to be determined in the first place whether the rents were fixed at all at the time of the Permanent Settlement in the sense meant by the Committee or later and if they were not so fixed at the time of the Permanent Settlement and, in fact, till the passing of the Madras Estates Land Act I of 1908, it would have next to be determined whether the provisions of the Madras Estates Land Act I of 1908 need, in the light of the experience gained by the working of that Act in the last thirty years, any modification with a view to safeguard the interests of the ryots; and if any modification is needed, the manner and extent of such modification would have to be determined thereafter.

As I shall hereafter show in greater detail, the Permanent Settlement has never been regarded as having settled the rents as between zamindars and ryots. The Rent Recovery Act of 1865 clearly recognized that all contracts for rent, express or implied, as between zamindars and ryots are valid and enforceable. The Estates Land Act of 1908 by its section 24 rendered all enhancements after the passing of the Act illegal except where such enhancement is claimed or obtained by an application or a suit before the concerned court on one or other of the grounds set out in section 30. Apart from a few cases where rents were enhanced after an elaborate enquiry and adjudication by a competent court, by 2 annas in the rupee or less on the ground of a general rise in the average prices, it may generally be taken that the rents which are now being collected in the several estates have been in force for at least thirty years and in most cases, perhaps for half a century or more. If these rents are now to be unsettled, I venture to state that the clearest possible case must be made out on behalf of the ryots. After giving my best consideration to the oral and documentary evidence that has been adduced before us I feel unconvinced that any such case has been

made out. I should not be understood as being averse to any proposals in the matter of modifying the provisions of the Madras Estates Land Act concerning settlement of rents either by prohibiting all enhancements for the future on the ground of a rise in prices or by providing for a reversion to the rates of rent prevailing at the time of that Act if the enhancements subsequently made are found to operate harshly upon the ryots by reason of the heavy fall in prices in recent years. The rents of 1908 however must, in my opinion, be regarded as the standard or basic rents.

I need not dwell on this aspect of the matter at this stage as I propose to deal later in my minute with the economic condition of the tenantry in the zamindaris in the light of the evidence which has been placed before us. I would only say in passing that my colleagues do not base their conclusions or recommendations on what is proved, if it is proved, to be a social evil and merely content themselves with a reliance upon the supposed intendment and effect of the Permanent Settlement.

After formulating the two questions which I have set out above, my colleagues proceeded to state that the answers to those questions depend upon the answers given to the following questions :—

- (1) Who is the owner of the soil and what is the nature of the ownership and what was it that was settled at the time of the Permanent Settlement in 1802?
- (2) Who is the zamindar and landholder and what has been his relationship with the cultivator? Is the relationship between the cultivator and the zamindar or other landholder in India the same as that of landlord and tenant in England? Has the Indian cultivator derived his right of occupancy from the landholder like the tenant of England?

I should have regarded these questions as questions fit for determination by a Commission of Lawyers and not of publicists, however eminent, and as the questions which can be decided not on oral and documentary evidence such as was adduced before us but on a correct and proper interpretation of the relevant statutes and judicial decisions. I am again unable to see how a determination of the abstract question as to the proprietorship of the soil is at all likely to help us in deciding whether any legislation is called for and if so on what lines. In my opinion the only investigation which is necessary or useful is with regard to the economic condition of the tenant-classes in zamindaris, the oppressive character of the rents if the ryots are able to make it out and how best by appropriate legislation to alleviate their economic distress, if it exists. On behalf of the landholders it is claimed in paragraph 4 of the written memorandum filed by the Madras Landholders Association that the zamindar is the proprietor of the soil and that out of his proprietorship certain subordinate interests are carved out in favour of the several classes of tenants the most important of which are the ryots' permanent rights of occupancy. The Madras Landholders' Association however added that in view of the clear definition of the rights of occupancy of ryots in the Madras Estates Land Act an enquiry into the rights of proprietorship in the soil according to Hindu or Muhammadan law conceptions or according to early British Indian legislators would be purely academic and therefore unnecessary. This, however, has been construed by my colleagues as an avoidance of a vital issue by the zamindars and a suggestion is made that the landholders would not face the issue because they had not much of a case. I am afraid the suggestion is altogether unfounded. I regret I have to point out that my colleagues have altogether ignored paragraphs 6 to 14 of the memorandum submitted by the Madras Landholders' Association wherein copious extracts from the instructions issued to the Collectors before the Permanent Settlement, the Regulations of 1802 and 1822 and the judgments of the Privy Council and of the Madras High Court are given in support of their representations that the proprietary right in the soil is in the landholder and not in the tenant.

The Association did not avoid the issue. On the other hand, they deal with it fairly fully. They only add, with which addition I entirely agree, that the present rights of the parties being quite clear and definite, an enquiry into the ancient origin of the rights of zamindars and ryots would hardly be fruitful.

It has been contended before us on behalf of the ryots that the proprietorship of the soil is in them, that the State had and has no proprietary right in the soil and that the zamindars as the assignees of the State's rights to collect the revenues cannot therefore have any proprietary right. My colleagues have apparently accepted this extreme contention *in toto* without realizing, if I may venture to add, the implications of such a dangerous doctrine as that and without considering whether this denial of the State's ownership of the land is at all consistent with the rights of the Government as they have been claimed, asserted or recognized in the last 100 years and more and whether such a theory would not be a direct negation of the very basis on which the revenue administration of the ryotwari areas has proceeded.

In referring to the contention put forward on behalf of the Zamindars I must in the first place point out the misapprehension that has crept into the report of my colleagues in dealing with the claim that the Zamindar is the proprietor of the soil and that the interests of the several classes of tenants must be considered to have been carved out of such proprietorship. It is not suggested that such interests are terminable at the will and pleasure of the Zamindar or that they are not substantial in their character. It may be and it is in several cases the fact that from the monetary point of view the interest of a ryot having a right of occupancy is much more valuable than the right of the landholder. Notwithstanding the fact that on surrender or abandonment the landholder would come into the possession of the holding, a landholder cannot, so long as the occupancy ryot pays the rent lawfully due in respect of the holding, evict him from it or otherwise terminate his tenancy. Section 151 of the amended Madras Estates Land Act clearly provides that the only ground on which a ryot can be ejected from his holding that he has materially impaired its value and rendered it substantially unfit for agricultural purposes and this too can only be done by a decree made by the Collector in a suit filed for the purpose.

As regards the relative rights of the Sovereign and of the tiller of the soil according to the conceptions of ancient Hindu Law, it is not easy to find anything like a clear definition. The passage from Manu quoted in the report of my colleagues defines the right of the first occupant in the manner in which the kudiwaram right has been defined by the Privy Council, for instance, in 47 Mad., 337 and by the Board of Revenue in its proceedings, dated 5th January 1890, referred to at page 23 of the Majority Report. It is a species of tenant right and as so defined nobody can have any quarrel with it. It is easy to point to such appellations as "Prithwipathi" and "Bhumeswara" as applied to a Sovereign or to passages in the Artha Sasthra suggestive of an undefined right in a Sovereign to eject tenants from their holdings for inefficiency or other causes. It seems to me, however, futile to seek for any real guidance in vague expressions of the kind quoted from Manu or other writers especially when we are aware that after the advent of the Muhammadans the theory and the practice was that the Sovereign's right was absolute and private rights in land existed if at all by his creation. The following passage from Maine's Village Communities quoted in the Majority Report places this matter beyond all doubt. "The assumption which the English first made was one which they inherited from their Muhammadan predecessors. It was that all the soil belonged as absolute property to the Sovereign and that all private property in land existed by his sufferance. The Muhammadan theory and the corresponding Muhammadan practice have put out of sight the ancient view of the Sovereign's right which, though it assigned to him a far larger share of the produce of the land than any western ruler has ever claimed, yet in no wise denied the existence of private property in land. The English began to act in perfect good faith on the ideas which they found universally prevailing among functionaries whom they had taken from the Muhammadan semi-independent Viceroy—dethroned by their arms." (Maine's Village Communities:—Lecture 4, Pages 104–106.)

My colleagues make a brief examination of the history of the several Estates in the Presidency and come to the conclusion that the zamindars are mere farmers of revenue from the Government which itself has no proprietorship in the soil. My colleagues ignore the fact that several of the zamindars in the Presidency are the descendants of ancient chieftains who can trace their origin to Hindu Kings. Mr. Maclean in his Manual of Administration states that "Zamindaries or Permanently Settled Estates in Madras conform generally of one of two types. They are either the remains of ancient principalities which the holder cannot sell or encumber beyond his own life interest, the succession being hereditary in the eldest son; or they are creations of British rule dating from 1802 and subject to the usual Hindu rule of partition. The former have a political status which may be said to be quite wanting in the case of the latter." Among the chief zamindaries of the first class he mentions the following in the order of the amount of the yearly peshkash which they pay: Vizianagram, Venkatagiri, Ramnad, Sivaganga, Pithapur, Karvetnagar, Kalahasti, Nidadavole, Nuzvid, Bobbili, Parlakimedi and Jeypore. Besides these he refers to a considerable number of chieftains in the several districts several of whom are described as Poligars numbering 126 in all. Zamindaries other than these were created by Government in accordance with the Permanent Settlement Regulation XXV of 1802.

It is unnecessary to set out the history of individual zamindaries in extents. In regard to several zamindaries specifically enumerated above from the information available in the several Gazetteers and Manuals it can be stated without any fear of contradiction that they were of very ancient origin, that the predecessors of the present zamindars

were at one time exercising powers of Sovereignty and that they were recognized as Viceroys in their several jurisdictions by the Nizams of Hyderabad or the Nawabs of the Carnatic as the case may be.

Having regard, however, to the peculiarity of the Permanent Settlement effected in the case of the Western Palayams of which Venkatagiri is the most important, a brief reference may be made to the tenure on which the Venkatagiri estate was held. The Chieftains of Venkatagiri were attached to the Nawabs of the Carnatic to whom they were paying a tribute of about 21,000 star pagodas. Except for the payment of the tribute they were for all purposes quite independent, exercising civil and criminal jurisdiction and levying collecting taxes from the people. According to Article 5 of the treaty entered into in 1792 between the Nawab of the Carnatic and the East India Company the tribute was assigned to the Company and was to be applied in discharge of the amount due to the Company from the Nawab. By a subsequent treaty entered into by the Nawab with the East India Company in 1801 the latter practically undertook the management of the Carnatic paying an allowance to the Nawab. The Permanent Settlement effected in 1802 did not alter the tribute that the zamindar was originally paying to the Nawab of the Carnatic and after the assignment, to the East India Company. In commutation, however, of the military service which the poligar had to render to the Nawab a peshkash of 89,384 star pagodas was fixed and adding this to the tribute of 21,673 star pagodas the total peshkash was fixed at 111,058 star pagodas. I would have occasion to refer to the manner in which the settlement of Venkatagiri and other Western Palayams was effected in dealing again with the theory of my colleagues that as part of the Permanent Settlement or as a preliminary to the Permanent Settlement it is not clear which exactly is the view of my colleagues—the rents were fixed as between zamindar and ryot. In this context, however, I need only point out the manner in which the Permanent Settlement of the Western Palayams was effected for the purpose of refuting the sweeping generalization of my colleagues that all zamindars are renters.

The status of the zamindars of this Presidency prior to the Permanent Settlement has been elaborately discussed by Mr. Justice Sankaran Nair in 37 Mad., 322 from which I may make the following quotation :—“ It must be remembered that in 1802 and in the subsequent years, Sanads were granted to three classes of landholders. Some of them were representatives of those who were really Ruling Princes. Within their small kingdoms, they exercised all the powers of a ruler. They commanded armies, they made wars on their own account, and concluded treaties and they had their own coins. As an instance I refer to the Ramnad Zamindar. See the Ramnad Case (24 Mad., 613). Some of them like the Parlakimedi Zamindar in the District of Ganjam were the descendants of the ancient Hindu Sovereigns : as to the class of zamindars in the Circars. See Fifth Report—Page 35. Another Class was composed of those who were chieftains under rulers exercising various degrees of authority. Some of them like the Telugu Poligars of the south and the Hindu Zamindars of the Telugu Districts were really Viceroys who exercised the delegated powers of their sovereign in every respect. Others were originally only Revenue Officials or Military Commanders, or Police officers, who usurped other functions. The history of this class of chieftains is given in the judgment of this High Court in *Lekkamani v. Ranga Krishna Mutta Vira Puchayya Nayakar* (6 M.H.C.R., 208). See also Privy Council Judgment in *Collector of Trichinopoly v. Lekkamani* (9-1 A-293). Besides these two classes of holders a new class of zamindars was created by the East India Company.

“ They carved zamindaries out of what were called Haveli lands in the Circars, which were under their own control subject to the claims, if any, of the ryots. In the North of the Presidency, they were parcelled out and Sanads granted to persons who became the Proprietors of those estates thenceforward. It is important to remember that, when these new estates were formed out of the Haveli lands, the purchasers of those estates, thenceforward the Proprietors, were placed on the same footing as the other classes of holders, viz., the descendants of ancient Chiefs and Rulers who were already in possession of their own lands and to whom sanads were granted, with one exception in the case of rights to water which will be noticed later : See paragraphs 58 and 60 of the Instructions issued to Collectors as to Permanent Settlement of lands, pages 330 and 331, Volume 2 of the Fifth Report. They thus acquired by grant all the rights which the other two classes of the ancient Rajas had before they obtained the Sanad and the immunity from enhancement of land revenue or rent which, they acquired under the Sanad.”

In his *Land Problems of India* Professor Radha Kamal Mukerjee refers to the several classes of zamindars as follows :—“ The landlords with whom Settlement was made by the British Government differed not only in social position but also in the title or right by

which they held their lands. Some were in fact not merely revenue collectors but also hereditary territorial magnates. But generally speaking, the result of the settlement was to place all landlords on a uniform legal basis and to obliterate the differences in the customary status which had grown out of differences of origin."

British administrators of the closing decades of the 18th Century or of the opening decades of the 19th were fully convinced that the State is the undoubted proprietor of the soil, largely influenced, as Sir Henry Maine points out, by the theory and practice obtaining under the Muhammadan Rulers from whom they directly took over the administration. They felt therefore no difficulty in conceding to the ancient chieftains proprietary rights in the soil or in providing that even in the Haveli States which were newly carved out the proprietorship should be vested in the persons to whom they were assigned. And that explains also the unmistakable language used in the Instructions to the Collectors and in the regulations in regard to the proprietorship of the zamindars.

We have from Robertson's India the following views attributed to Strabs, one of the earliest visitors of the country: "According to the ideas which prevailed among the natives of India as we are informed by the Europeans who visited that country, the Sovereign is considered as the sole universal proprietor of all the land in his dominions, and from him is derived every species of tenure by which his subjects can hold it." (Fifth report, Volume 3, page 477).

The following passage from Sir John Shore is again noteworthy: "I consider the zamindars as the proprietors of the soil to the property of which they succeed by right of inheritance. The origin of these proprietary and hereditary rights is uncertain. They probably existed before the Muhammadan conquest and have acquired stability by prescription and existence independent of the Sanad which the zamindars sometimes received, though they may acquire confirmation from it."

Grant in his Political Survey of Northern Circars, dated 1784, strongly asserts that the proprietary right of the soil is vested solely in the Sovereign Ruler and that the Government is a well-known territorial proprietor. He defines the Indian land revenue to be "Not a tax of $\frac{1}{5}$ as in England on the proprietary income of the freehold estate, far less a feudal duty or a fixed perpetual quit-rent on such as are vassals and by the ancient military tenures known in other parts of Europe, but as the landlord's proportion in form and effect settled at $\frac{1}{2}$ of the produce of the land or rather an yearly rent variable according to the circumstances of the country at the period of adjustment, paid to the Government as the sole legally known territorial proprietor as generally understood by the ryots or immediate cultivators of the soil." (Page 122, Revenue Register, Volume 5.)

It is stated in Boswell's Manual of Nellore District at page 477 that the property in the soil vested at least from times antecedent to written record exclusively in the Government.

In their instructions, dated 4th September 1799, to the Board of Revenue to prepare materials for forming a permanent settlement, the Government declare that it is their intention "to constitute the zamindars proprietors of their respective estates or zamindaris." They further state that in the Haveli lands "the property in the soil is vested immediately in the Government" and that it is their intention "where it may be practicable, to dispose of or otherwise transfer the proprietary right in all such lands to native landholders" (paragraph 1). In paragraph 3 they refer prominently to one of the main principles involved in the proposed new system, namely, that of "constituting the zamindars proprietors of their respective zamindaris." In the same paragraph they call for necessary information for "the disposal of the present Haveli lands the proprietary right in which is now vested in the company." After referring in paragraph 4 to the precarious nature of the tenure by which the zamindars had previously held by reason of the conflicting and arbitrary character of the public assessment they state in paragraph 5 that it has been resolved to adopt the reform introduced some years since, in the Bengal province "by constituting the several zamindars and landholders having individual claims to such distinction actual proprietors of the soil or land comprising their estates." It is stated in paragraph 6 that there is no power in the country that can infringe their (the zamindars') "rights of property." In paragraph 8 they state that the measures which they propose "will render the situation of the proprietor of land honourable instead of disreputable." In paragraph 29 again we have the statement that since the zamindars are constituted proprietors of their estate, their land become security to Government for the due realization of the public Jumma assessed thereon and also that if the estate happens to be sold for arrears of peshkash the highest bidder will purchase with the land the right of property in the soil. In the proclamation of 1st December 1801 issued by the Government of Fort St. George in respect of the palayams of the southern provinces it was stated that "it is the intention of the British Government to establish a permanent

assessment of revenues on the lands of the palayams upon the principles of zamindari tenures which assessment being once fixed shall be liable to no change in any time to come, that the polygars becoming by this means the zamindars of their hereditary estates will be exempted from all military service and that the possession of their ancestors will be secured to them under the operation of limited and defined laws."

The Preamble to Regulation XXXI of 1802 states that "the ruling power of the province now subject to the Government of Fort St. George has, in conformity to the ancient usages of the country, reserved to itself and has exercised the actual proprietorship of the land of every description," while the Preamble to Regulation XXV of 1802 refers to the resolution of the Government "to grant to zamindars and other landholders, their heirs and successors a permanent property in their lands in all time to come and to fix for ever a moderate assessment of public revenue on such lands, the amount of which shall never be liable to be increased under any circumstances." Section 2 of the Permanent Settlement Regulation provides that "in conformity to these principles, an assessment shall be fixed on all lands liable to pay a revenue to the Government; and in consequence of such assessment the proprietary right of the soil shall become vested in the zamindars or other proprietors of lands and in their heirs and lawful successors for ever."

Referring to the above section the Judicial Committee state in I.I.A. No. 282 at page 306 that in the case of estates which were not permanently settled it did not have the effect of taking away from the former owners of lands any right which they themselves had and that if the zamindars of such estates were proprietors of the soil, those rights were not in any way affected by its language. They refer to the maxim "that affirmative words in a statute without any negative express or implied do not take away an existing right." In the opinion of Sir John Wallis, C.J. in 41 Mad., 749 at 768 the above interpretation of the Judicial Committee is strongly supported by the title of the regulation which is "for declaring the proprietary right of lands to be vested in individual persons and for defining the rights of such persons under a permanent assessment of the land revenue."

As pointed out by Baden Powell in his Land Systems of British India, Volume 3, page 131, it is significant that the title deed issued to the zamindar in consequence of a permanent settlement effected according to the provisions of the Permanent Settlement Regulation is called *Sanad-i-milkiyath-isthimrar*, which is a Persian term meaning a title deed or grant of perpetual ownership.

A possibility that in certain localities talukdars and under-tenants may have certain rights seems to have been contemplated in paragraph 1 of the instructions of the Government of Madras to the Board of Revenue issued on 4th September 1799. Paragraph 34 of the said instructions makes it clear that a distinction was drawn between the proprietary right of the zamindar and a right of occupancy which a cultivating ryot may have in certain estates or villages. The language of that paragraph may be usefully set out *in extenso*. "Distinct from these claims are the rights and privileges of the cultivating ryots, who, though they have no positive property right in the soil, have a right of occupancy as long as they cultivate to the extent of their usual means and give the sircar or the proprietor whether in money or in kind the accustomed portion of the produce."

My colleagues try to get over the clear language of the instructions and of the regulations as above set out by putting forward the strange theory that the words "proprietor of the soil" were used in Regulation XXV of 1802 in the 'Indian sense' and that when Sir John Shore or Lord Cornwallis spoke of the zamindars as lords of the soil and owners of the land they used the terms in the 'Oriental' and not in the English sense. The language of paragraph 34 of the instructions leaves little scope for such a theory and shows that the administrators and legislators of those days were fully aware of the distinction between property in the soil and a mere right of occupancy and that they did not see any legal difficulty in the co-existence of a right of occupancy in the cultivating ryot with the proprietary right of the zamindar in the soil.

This again would show that in their proceedings, dated 5th January 1890, in referring to the right of the ryots to the hereditary possession to the usufruct of the soil so long as they render a certain portion of the produce of the land in kind or money as public revenue, the Board of Revenue were merely describing the right of occupancy which ryots may have in certain localities and which would in no way conflict with the conception of the Government or the zamindar as the ultimate proprietor. If I may say so with respect, my colleagues have failed to keep this distinction in view and have assumed, in my opinion erroneously, that the language of the instructions or of the regulations is loose or defective or that the Government or the legislature did not mean what they said in their official records or legislative enactments or that what was stated in those instruments or regulations is incorrect in view of the passages quoted from the proceedings of the Board of Revenue and other reports or writings.

Some reliance is placed on the part of ryots upon section 14 of Regulation XXV of 1802 and upon the Madras Permanent Settlement Interpretation Regulation IV of 1822. Section 14 of the Permanent Settlement Regulation only provides that zamindars or landholders shall enter into engagements with their ryots for a rent either in money or in kind and shall within a reasonable period of time grant to each ryot a patta or cowle defining the amount to be paid by him and explaining every condition of the engagement. The object of this provision was no doubt to insist upon the contract between the zamindar and the ryot being set out in writing with a view to prevent the zamindar from claiming from the ryot more rent than is lawfully due from him. But I fail to see how this provision can be relied upon in support of the claim of the ryots that they have the right of proprietorship in the soil. Regulation IV of 1822 no doubt provided by its second clause that the Permanent Settlement Regulation XXV of 1902 was not meant "to define, limit, infringe or destroy the actual rights of any description of landholders or tenants." But this was purely negative and was passed by way of abundant caution. There was no declaration of any substantive rights of the tenants nor was there any conferment of such rights on them. All that is said is that if the tenants had any rights prior to the passing of the Permanent Settlement Regulation, that regulation did not take them away.

There is nothing to show that the ryot had any proprietary right in the soil prior to the Permanent Settlement. The quotation from Maine already made, distinctly negatives the theory that the ryots had, or believed they had, any proprietary right in the soil before the advent of the British or during the company's rule. Maclean in his Manual of Administration at page 103 categorically states that the "ryot was not regarded by the Government of the time as the proprietor of the soil."

In my opinion, therefore, as the previous discussion would show, it is undisputed that during the Muhammadan rule and the early years of British administration it was distinctly recognized that the State was the proprietor, that the zamindars were or could be constituted such proprietors in their respective estates and that the ryots had no right of property in the strict judicial sense of ownership. The utmost that could be claimed for the ryots is what the proceedings of the Board of Revenue already referred to, and certain other reports, concede the possibility of the existence of a customary right of occupancy. The decisions in 20, Mad. 299 and 23, Mad. 318, which have been frequently referred to as containing a full and accurate declaration of the rights of ryots in zamindar's only lay down that according to the customary law of the country, a ryot cannot be ejected so long as he pays the established rent. In other words those decisions, which were regarded as the basis of the Madras Estates Land Act I of 1908, recognized or assumed the existence of a customary right of occupancy, described just in the same way in which it was defined in the proceedings of the Board of Revenue of 1890 to which prominent reference was made by Mr. Justice Subramania Ayyar in 23, Mad. 318. Those decisions did not state that the ryot was the proprietor of the soil nor did they deny that the zamindar was such proprietor. The distinction and contrast between proprietorship and a mere right of occupancy is a real distinction which my colleagues have altogether overlooked. The very idea of a right of occupancy carries with it the necessary implication that all rights outside and beyond the right of occupancy or what one may describe as the residual ownership is in somebody else.

This distinction is brought out in section 6 of the Madras Estates Land Act under which the landholder as the owner of the soil admits a ryot to possession of ryoti land which is at his disposal and on such admission the ryot acquires the right of occupancy with all those incidents, which are defined in the other provisions of the Act. It is inconceivable, how a person can admit another to possession of land if he is not the owner of it and if the right created by such admission is a right which can be surrendered or is terminable in certain contingencies, it must necessarily follow that the reversion or the dominant ownership is in the person who has admitted and to whom the land will revert on the termination or extinguishment of the subordinate right which has been created.

If the distinction between proprietorship and a mere right of occupancy which is apparent in the state papers and decisions just referred to is borne in mind there would be no difficulty whatever in appreciating the true position of the zamindar and the ryot.

It is unnecessary for me to discuss whether customary right of occupancy really existed in this Presidency and whether the decisions which assumed the existence of such a right notably those in 20, Mad. 299 and 23, Mad. 318 can be regarded as good law in view of certain recent decisions of the Privy Council. In two decisions of the Madras High Court, namely 44, Mad. 588 at 602 and 48, M.L.J., 701 at 706, it was stated that

the rule of law laid down in 20, Mad. 299 and 23, Mad. 318 could no longer be said to be correct. The rule served its purpose from 20, Mad. 299 up to the legislation in the Madras Estates Land Act and what was given by the rule of law is now given by legislation to tenants in estates."

I am however not anxious to raise an unnecessary controversy. I am prepared to assume that 20, Mad. 299 and 23, Mad. 318 were properly decided. I would however point out that even on that assumption what the ryots have is only a right of occupancy or "a species of tenant right" as the Privy Council describe it in 47, Mad. 337 at 346.

Turning to judicial pronouncements in regard to the proprietorship of the soil in zamindari reference must first be made to 41, Mad. 1012 in which the following significant passage occurs. "It has been contended on behalf of the respondents that in the times when the Reddi Kings ruled in this district, the ownership of soil of this land in India was not in the sovereign or ruler and the right of the ruler was confined to the right to receive as revenue a share in the produce of the soil from the cultivator. Upon that assumption it was contended that the inam grant of 1373 could have been only a grant of the King's share in the produce of the soil, i.e., that the grant was a grant of land revenue alone and did not include the kudivaram. That is an assumption which no court is entitled to make and in support of which there is, so far as their Lordships are aware no reliable evidence. The fact that Rulers in India generally collected their land revenues by taking a share of the produce of the land is not, by itself, evidence that the soil of lands in India was not owned by them and could not be granted by them. Indeed, that fact would support the contrary assumption that the soil was vested in the rulers who drew their land revenue from the soil, generally in the shape of a share in the produce of the soil, which was not a fixed and invariable share, but depended on the will of the Rulers. The assumption contended for on behalf of the respondents was not recognized in Regulation XXXI of 1802."

In 44, Mad. 588 (*Full Bench*) at page 597.—Wallis, C.J., refers to the above Privy Council decision and to the question propounded by them as follows: "Was it a grant of the Revenue only of the villages, or was it a grant of the proprietary right in the villages, that is, the soil of the village," which appears to suggest that it was the one or the other. They proceeded to reject the historical theory that in ancient times the ownership of the soil of land in India was not in the sovereign or Ruler, and that the right of the Ruler was confined to a right to receive as revenue a share in the produce of the soil from the cultivator; and they went on to reject the presumption founded on that theory that in the case of an inamdar it should be presumed, in the absence of the inam grant under which the inam was held, that the grant was of the Royal share of the Revenue only." The correctness of the above proposition cannot be and has not been questioned though it has been doubted whether there is in law a contrary presumption, namely, that an inam grant comprises both varams.

In 47, Mad. 337 which related to the village of Mangal the Privy Council sum up the law as follows: "It cannot now be doubted that when a tenant of lands in India in a suit by a landlord to eject him from them sets up a defence that he has a right of permanent tenancy in the lands, the onus of proving that he has such right is on such tenant. In *Secretary of State for India in Council versus Lakshmeswar Singh*, 16, Cal. 223 it was held that the onus of proving that they had a permanent right of occupancy in lands was upon the defendants who alleged it as a defence to a suit by their landlord to eject them and that proof of long occupation at a fixed rent need not satisfy that onus. After defining the character of a permanent right of occupancy their Lordships proceed to state that it can only be obtained by a tenant by custom or by a grant from an owner of the land who happens to have power to grant such a right or under an Act of the legislature." In 57, Mad. 443 there was a grant of an agra-haram to a non-resident Brahman in the year 1810 by a zamindar of a village within his permanently settled zamindari. There were cultivating tenants in the village at the time of the grant. The agra-haramdars were only receiving rents and were not personally cultivating. The question at issue was whether the grant to the agra-haramdars was a grant of the kudivaram also. It was contended that the grantor being a zamindar he could not have had any kudivaram right himself and could not therefore have granted the kudivaram right to the agra-haramdars. In rejecting this contention Their Lordships of the Judicial Committee observe as follows at page 450: "But the appellants contended that the fact of their having been cultivating tenants in the village prior to the grant of 1810 raised a presumption of fact that the zamindar had not kudivaram right and that accordingly the grant did not include the right. But in Their Lordships' opinion the existence of such a presumption was expressly negatived and certain decisions of the High Court at Madras and the High Court at Bombay which had given

effect to such a presumption were overruled by the decisions of the Board in *Suryanarayana v. Pothanna*, 41 Mad., 1012. In 44 Cal., 841, in case relating to the permanent settlement of Bengal which was closely similar to and which formed the model for the later permanent settlement in Madras, Their Lordships of the Judicial Committee observed as follows :—“ Passing to the settlement of 1793 it appears to Their Lordships to be beyond controversy that whatever doubts be entertained as to whether before the English occupation, the zamindars had any proprietary interest in the lands comprised within their respective districts, the settlement itself recognizes and proceeds on the footing that they are the actual proprietors of the land for which they undertake to pay the Government revenue. The settlement is expressly made with the zamindars, independent talukdars and other actual proprietors of the soil.” This passage was quoted with approval by the Privy Council again in 1931 A.I.R., P.C., page 89, where they state that “ the burden of proving their title lay upon the respondents who were claiming adversely to the zamindars and that the presumption arising from the permanent settlement had been considered by the Board in several cases, making particular reference to the passage quoted above which they characterise as a well-known passage.

I have so far attempted to point out that if we leave out the Hindu period or the early days of Muhammadan rule regarding which we have no reliable material or record from which we could state with any degree of certainty what the prevailing ideas were as regards proprietorship in the soil, it is clear that in the century or two preceding the British administration, the State as also the several Hindu Princes or noblemen who exercised wide powers in their respective jurisdictions by acknowledging the titular sovereignty of the Emperors of Delhi or of their Viceroys in the Subha of Deccan or elsewhere, were regarded as the proprietors of the soil, that in State documents which preceded the Permanent Settlement in Bengal and in Madras, in official publications, in statements of well-known administrators, the proprietorship of the zamindar was recognized and that of the ryot denied and that the Permanent Settlement Regulation and other Regulations passed in 1802 not only leave little scope for the argument that the ryot is the proprietor of the soil but state in unqualified words that the zamindars were or were constituted such proprietors. I have also attempted to show that the conception of a customary right of occupancy is, when properly understood, not in any way inconsistent with the ultimate ownership or proprietorship being in the State or the zamindar, and also that recent decisions of the Privy Council and of the Madras High Court not only recognize the zamindar's proprietorship in the soil but also deny the existence of a general customary right of occupancy as was assumed in 20 Mad., 299, and in 23 Mad., 318.

It cannot be possibly be denied that the Madras Estates Land Act declared the rights of ryots in zamindari areas in accordance with the views expressed by the Madras High Court in the cases just referred to, which, if I may say so, put the case of the ryot at its highest. But still we find that the Madras Estates Land Act itself proceeds on the footing that the zamindar is the ultimate owner of the soil. I cannot in this context do better than set out the following extract from the memorandum submitted by the Madras Landholders Association, with which extract I entirely agree :—

“ The following provisions of the Madras Estates Land Act give a clear indication that the zamindar is the ultimate proprietor of the soil out of which proprietorship certain subordinate interests, the incidents of which are statutorily defined, are carved out in favour of the several classes of tenants referred to in the Act, the most important of which are the ryots with permanent rights of occupancy. Private or home farm land as defined in the Act is at the absolute disposal of the zamindar and the relations between a landlord and tenant of his private land are not regulated by the provisions of the Act. (Vide section 19). If it is permissible to refer to an English parallel it may be stated that the relations between the landholder and a tenant of his private land are fully governed by contract just like the relations between the landlord and tenant in England. It is no doubt open to a landholder to convert private land into ryoti land and to confer occupancy rights upon tenants whom he may induct into possession of such lands after such conversion. But this is a matter for the free and voluntary choice of the landholder and there is no procedure whereby he could be compelled to convert private land into ryoti land. As regards waste land or land reserved by a landholder for raising a garden or tope or forest, no occupancy rights are acquired by a tenant where the contract is in the one case for the pasturage of cattle and in the other for temporary cultivation of agricultural crops. The proprietary rights of the zamindar are preserved in respect of this class of lands under section 6, sub-section 2. Even in regard to ryoti lands the acquisition of occupancy rights follows upon the admission by a landholder of a ryot to possession of ryoti lands. In its inception therefore the relationship is contractual. [Vide

section 6 (1).] Entry into ryoti land without the permission of the landholder creates no rights in favour of the trespasser while an implication of a tenancy is made where the landholder receives or recovers any payment under section 163 from any person unauthorizedly occupying ryoti land, unless within two years from the date of such receipt or recovery of payment, he should file a suit in the Civil Court for ejectment against such person. Under the definition of ryot as amended by Madras Act VIII of 1934, a person who has occupied ryoti land for a continuous period of twelve years, shall be deemed to be a ryot for all the purposes of the Act. This has rendered possible the acquisition of occupancy rights by prescription subject of course to the obligations attaching to such a ryot. Mining rights are expressly reserved to the landholder by section 7. Under section 25 the Zamindar has the right to collect premium when he admits a ryot to possession of ryoti land which may consist of waste land previously uncultivated or of ryoti land relinquished by its previous holder or bought by the landholder at a rent sale. Under section 10, sub-section 2, of the Estates Land Act if a ryot dies intestate without leaving any heirs except the Crown, his right of occupancy shall be extinguished. This section therefore recognizes the principle of escheat in favour of the Zamindar. In section 11 there is a clear indication that the ryot has only a right of user in the land for agricultural purposes; for, while it is stated that he may use the land in his holding in any manner, it is at the same time provided that he should not materially impair the value of the land or render it unfit for agricultural purposes. If the value of the land is so impaired, section 151 empowers the landholder to eject the ryot from his holding. It is true that the power of ejectment of a landholder is confined to the case just referred to, but the legal implication underlying his right of ejectment is unmistakable. Section 149 provides for the relinquishment of a holding by a ryot. The idea of relinquishment itself connotes that the person who relinquishes has a subordinate interest and the person in whose favour the relinquishment is made holds a superior interest in the soil."

While I am definitely of the opinion that the Zamindar is the proprietor of the soil I must at the same time make it clear that neither myself nor any of the Zamindars in this Presidency desire or have ever asked for a reversal of the policy underlying the Madras Estates Land Act or that the rights conferred by that Act should be taken away. No champion of the ryots can claim that their rights were not properly defined in 20 Mad., 299, and 23 Mad., 318, or that the ryots are entitled to any higher rights than those declared in the said decisions. Again if it is admitted, as it must be, that Mr. Forbes who was responsible for the Madras Estates Land Act gave statutory expression to the rights declared in 20 Mad., 299, and 23 Mad., 318, as faithfully and accurately as possible, there is, in my opinion, hardly any justification for these vague claims or proprietorship, which are now put forward on behalf of the ryots.

It is unnecessary to dwell further upon the theory of my colleagues that the Government is not the owner of the soil than to refer, in refutation of it to the Land Encroachment Act and the elaborate provisions in the Acts and Regulations relating to Government revenue, the rules framed thereunder and the Standing Orders of the Board of Revenue, which place all unoccupied land at the disposal of the Government, declare and preserve its mining rights, provide for its ultimate reversion in all occupied lands and proceed in fact upon the basis that the Crown is the ultimate proprietor of every bit of land in the country except where it has by any grant clearly divested itself of the same.

My colleagues wind up Chapter I of their report by the observation that the landholder is not entitled even to the possession of ryoti land as laid down by the Privy Council in I.L.R., 45 Mad., 586. I am unable to find in the said decision any judicial declaration which is at all relevant in the present discussion. The question in that case was whether the inam grant of a village called Karappudayanpatti comprised both the melvaram and the kudivaram rights and if it did not, whether it did not constitute an Estate within the meaning of section 3 (2) (d) of the Madras Estates Land Act prior to its recent amendment. On a discussion of the several species of evidence which are typical of this class of cases showing particularly that the defendant ryots had held the lands in their occupation for generations, they came to the conclusion that the kudivaram right could not have been granted to the inamdars and that therefore the village was an estate which came within the operation of the provisions of the Madras Estates Land Act. Nobody denies that if a village is governed by the provisions of the Madras Estates Land Act by its coming either under section 3 (2) (d) or any of the other sub-clauses in the definition of the word 'Estate,' the landholder cannot eject

the ryot except on the only ground that he rendered the holding unfit for agricultural purposes. I must say with respect that little or no support to the theory of my colleagues can be had from the decision just referred to.

Many of the memoranda filed on behalf of the ryots while maintaining that the ryots are the proprietors of the soil, admit that the permanent settlement proceeded on the footing that the zamindar is such proprietor, though in their opinion it is a wrong assumption. I need hardly state that there are no valid reasons for holding that the permanent settlement proceeded upon a wrong footing; nor is there any justification for the claim that something should now be done in reversal of the policy underlying it.

CHAPTER III.

WHERE THE RENTS EVER FIXED.

The question whether the rents in zamindaries were at any time permanently fixed can conveniently be considered in three stages, namely, whether there was such a fixation, prior to the permanent settlement, by the permanent settlement itself or by reason of anything which has happened or been done subsequent to it.

My colleagues definitely state that there was no such fixation either in the first stage or in the third. They state in more than one place that before the permanent settlement there was no attempt at all to fix the rents in zamindaries. In fact the very grievance of the ryots was as set out in the Patta Regulation the variations in and the uncertainty of the rents which were being demanded and levied by the zamindars. If the rents which prevailed in zamindari areas prior to the permanent settlement were for any reason permanently and unalterable the same thing must apply to the ryotwari areas also but this is an impossible conclusion as by its several resettlements the Government asserted and exercised its right to alter those rents and very often to enhance them. The possibility of a permanent fixation of rents subsequent to the permanent settlement must similarly be ruled out. The very criticism levelled by my colleagues against the judges, legislators and administrators who had to interpret or give effect to the permanent settlement failed altogether to understand its bearing upon the relations of zamindars and ryots and proceeded upon what in the opinion of my colleagues is a wrong assumption, that the rents were not permanently fixed and therefore had to be regulated. It is therefore inconceivable in those circumstances that there could have any permanent settlement of rents subsequent to 1802. I may add that neither my colleagues nor any of the witnesses who deposed on behalf of the ryots have suggested that anything happened after 1802 which had the effect of fixing the rents unalterably in permanently settled estates.

The question therefore remains whether rents were so fixed by the permanent settlement and this is the main theme which my colleagues address themselves to at considerable length.

Chapters III, IV and V of the Majority Report are devoted principally to an examination of the provisions of the Patta Regulation XXX of 1802 and the Karnams Regulation XXIX of 1802. As a result of such examination interspersed by quotations from instructions issued to Collectors in 1799, Hodgson's Report of 1808 and the despatch of the Court of Directors and some other State documents, my colleagues arrive at the conclusion that the rents in zamindaries were fixed unalterably at the time of the permanent settlement. I may at once state that I find it impossible to agree with that conclusion. As I shall presently point out in detail, the construction placed by my colleagues on the several State papers have not even the merit of plausibility. The natural and accepted meaning of the several sections and the expressions used therein is discarded in favour of a strained construction in support of the conclusion which my colleagues have arrived at.

Before embarking however upon a discussion of the object and intentment of the several Regulations mentioned above I think it would be convenient to deal first with the nature and extent of the right to collect rent, firstly, of the State and secondly of the zamindars. At the very outset it may be mentioned that whatever divergence of opinion there may be in regard to the State's or the zamindar's proprietorship of the soil, there cannot possibly be any difference of opinion that the State or its assignee, the zamindar has always been regarded as being entitled to the melwaram or the rajabagham as it is variously described. The proportion of the rajabagham to the total produce may have varied from time to time but the conception that the State or its assignees are entitled to a certain share of the produce of the land has prevailed from time immemorial.

Hindu Period.

It is generally stated on the authority of Manu that the traditional share of the Hindu sovereign was one-sixth of the gross produce, which might be raised to one-fourth on occasions of great necessity and that under Moghuls the share was raised to one-third, and that in the times that followed the fall of the Moghul Emperors the share of the State was enhanced to half and in some cases to two-fifths of the gross produce.

There is however no evidence that the share taken by the State during the Hindu period was in actual practice only one-sixth of the gross produce. Manu seems to refer more to theoretical share which an ideal King has to receive rather than to any practice which was actually in vogue in the fiscal administration of any Hindu State. Very little is known regarding the Revenue administration of the Chola Kings and nearly as little of the principles on which the Vizianagar Royals collected their revenues. The Arthashastra provides for levying one-third or one-fourth in emergencies. In a contribution to the Indian Antiquary Mr. C. H. Rao has shown that the proportion of one-sixth was exceeded substantially in practice. The following quotation from Sir Thomas Munro may be interesting: "Had the Public assessment, as pretended, ever been as in the books of their sages say only a sixth or fifth or even only a fourth of the gross produce the payment of a fixed share in kind and all the expensive machinery requisite for its supervision never could have been wanted."

In this connexion it may be useful to refer to the modern practice of the Rajput State of Udaipur, Mewar, a tract which was never subjected to Moslem administration and where it is probable that Hindu institutions have survived in their integrity. The three methods of assessment, sharing and measurement and contract are there in operation side by side and sometimes within the limits of a single village. Sharing is ordinarily carried out by estimation at the rate of one-third or one-half the produce but the peasants have the option of actual division and weighing of the produce on the threshing floor.

Moslem Period.

It is wrong to assume that in the Moslem period innovations were made in the system of revenue administration and that the State's share of the produce was substantially enhanced. On the other hand "The system which the Moslem Conquerors brought with them from Afghanistan to India was substantially identical with the system which they found in operation.

The earliest period during the Muhammadan rule when anything definite is known about the agrarian system is about 1,300 when Allauddin Khilji laid out a definite policy in regard to the revenue demand. The measures taken by him were—

- (i) The standard of the revenue demand was fixed at one-half of the produce without any allowances or deductions;
- (ii) the Chieftains' perquisites were abolished so that all the land occupied by them was to be brought under assessment of the full rate;
- (iii) the method of assessment was to be measurement, the charges being calculated on the basis of standard yields; and
- (iv) a grazing tax was imposed apart from the assessment on cultivation.

Allauddin's system did not survive its creator. During the reign of Ghayasuddin there was a reorganization of the revenue administration of the Kingdom. He discarded measurement in favour of sharing. He restored the chiefs to something like the position they had lost.

The next point of interest in the Agrarian system during the Muhammadan period was the levy of one-tenth by way of water-right during the reign of Feruz Saheb (1352 to 1388). "To begin with, the King referred to an assembly of jurists the question whether he could lawfully claim any income in return for his outlay and was informed that it was lawful to take "Water rights" (Haggi Shirab) a term of Islamic law denoting a right separate from that of the landholder of land arising from the provision of water. The Jurists defined this right as 'one-tenth' presumably of the produce, and the King proceeded to assessment accordingly." (Moreland's *Agrarian System of Moslem India*, page 60.)

The most famous settlement was that of Todar Mal during the reign of Akbar (1556-1605). As regards his methods of assessment, the description given is as follows:—

The grain crops of both seasons depending on the rains, Todar Mal settled that half the yield should be taken as revenue. "Nor will such appear an inequitable participation"—says Mr. J. Grant in his *Political Survey of the Northern Circars*. (See Fifth Report Volume II, page 165)—"Though the expense of

seed with the whole of the labour fell on the latter, i.e., ryot or husbandman, when we consider the facility of the simplest culture for irrigated crops one-third was taken for grain while for high class crops like sugarcane, etc., the rents varied one-fourth; one-fifth; one-sixth; or one-seventh according to the crop." Generally the Government share was commuted with reference to prices of the previous 19 years. The commutation rate was originally applied to the actual produce of the year but various administrative difficulties were felt. Ultimately settlements were concluded on the basis of the ten-year average. This was known as the 'Zamabandy Neckdy' or money settlement and prevailed chiefly in the Soubhas of Delhi Agra, Gujerat and Behar. In the other provinces, however, the public revenue continued to be levied under the Battai system, i.e., by division of the produce. Todar Mal's system continued in force for nearly a century.

It may be noticed that even in the progressive scheme laid out by Todar Mal, the State's share of the produce was generally one-third and sometimes half the gross produce. It is also abundantly clear that whatever might have been the theoretical share of the produce that sages prescribed there is no foundation for the belief that the Hindu kings were originally receiving one-sixth of the gross produce and that it was enhanced to one-half of the gross produce during the Mohammadan period. "We find that in every Hindu Kingdom whether under Mohammadan influence or not from Orissa to Cape Comorin one-half of the gross produce was the normal share of the King in those times preceding the first settlement of the English of which we have reliable accounts. This was the average between two-fifths and three-fifths the extremes of leniency and exaction."

Speaking of the Northern Circars Mr. Grant in his Political Survey of Deccan (Fifth Report III, page 36) states as follows: It was not before the year 1687 that the Northern Circars forming part of the Subha of Hyderabad, fell under the Moghul Yoke. It does not appear that any alteration, either in the amount of rent or mode of assessing these districts was introduced at the period of this revolution; the old valuation, or standard of revenue as fixed we have reason to believe on the first establishment of the Kootul Shahy was transferred to the Imperial rent roll of Alamgheer and the rule of battai or equal division of the crop between the Government and its ryots is continued exclusively and universally down to the present times. This simple mode of rating lands for half their yearly produce is derived from the remotest antiquity in different parts of Hindusthan and still invariably prevails in such countries as were left unsubdued by the Mohammadans, like Tanjore, where the ancient Indian forms of administration are for the most part preserved entire; it will not, therefore, be thought extraordinary that the same custom should thus be the ground-work of one system of finance and enter largely into the formation of another, established under two contemporary or successive dynasties of foreign Princes, obliged to conform through ignorance, policy or necessity, to the former usage of the same conquered people."

As to the state of things which existed prior to the Permanent Settlement I cannot do better than give the following extracts from the reports of the Circuit Committee. In regard to the zamindaries in Haveli lands in Ganjam the Circuit Committee state in their report that the "proportions of produce allowed to the cultivators were nowhere less than 6 or more than 10 parts in 20 of paddy," that dry grains were divided in equal shares and that in the case of tobacco and sugarcane it was customary for the cultivator to pay fixed rent for the ground instead of the produce in kind. In the zamindaries in the Vizagapatam and Chicacole Circars the Circuit Committee state that "the proportion of the crops which would give the inhabitants satisfaction is one-third of the produce of paddy in the best lands and two-fifth in others and one-half of other grain." In the Rajahmundry Circar "the usual nominal share allowed to the cultivator is of paddy 8, 10, and 12 in 20—the fixed cultivators receive the first proportion. Brahmins, Rachavarus, strangers and those favoured by the zamindar are allowed 10 and 12 Thooms. Dry grains ought to be equally divided between the zamindar and the ryot" and it is rather interesting to note that the Circuit Committee add that "even with these proportions the lands of zamindars are better cultivated than the farms immediately dependent on the Company." It is stated in the Circuit Committee's report that in the farms and Haveli dependent on Masulipatam "the proportions allowed to the cultivator by ancient usage are 8, 10 and 12 parts in 20 and that the grounds producing tobacco, Indigo, sugar and garden vegetables were generally let by Bilmaktha." In dealing with the zamindaries of Nuzvid and Charnahal the Committee state that the ryot by the ancient and original establishment is entitled to half the produce defraying therefrom the repairs of tanks and the usual village and Church ceremonies and the expenses which

may reduce his net profits to one-third, which, if again established, he would be well contented." Mr. Alexander who reported on the resources of the Zamindaries in the Vizagapatam district just before the Permanent Settlement of those zamindaries was made, after referring to the kist which was a nominal sum entered in the patta and Malavutty which was an enhancement calculated on the condition of the crop after the crop was nearly ripe and which represented a considerable portion of the value of the crop, if not the whole of it, stated that most of the land was assessed on Bagam or sharing system and that the share taken by the Government varied with the nature of the ground and the condition and caste of the ryot. Rajputs, Velamas and cultivators from other parts who took over land which the inhabitants of another village were unable to cultivate themselves were allowed a half-share of the crop but the ordinary ryot only received a third. In reporting of the contemplated settlement of Vizianagaram zamindari Mr. Webb stated that the quantum of future benefit to the zamindar derivable from unoccupied relinquished lands should be estimated at half of the produce and that a similar estimate should be made in respect of dry grains. According to Col. Fullerton (vide page 227, Ramnad Manual) "the established practice in the southern part of the Peninsula has for ages been to allow the farmer one-half of the produce of his crop for the maintenance of his family and the cultivation of the land while the other half is appropriated by the Sircar."

It may generally be stated that the income of the zamindars whether of the north or of the south with the exception of the western palayams which will be separately dealt with, was estimated at a proportion of the gross produce in accordance with the proportions which obtained as between the zamindar and the ryot in the locality and that in most cases the zamindar's share was not less than a half. I may also give a few quotations for the purpose of showing that in the early ryotwari settlements the Government's share was generally estimated at about 50 per cent. In the village lease system which was first attempted as opposed to the individual ryotwari settlements which were introduced later on, rents for which villages were leased were computed on the basis that the Government was entitled to half the gross produce. In the individualwar settlement introduced by Col. Reid in the Salem District the proportion paid to the Government was assumed to be two-fifth of the gross produce in the case of wet lands and one-third in the case dry. (MacLean's Manual of Administration, Revenue and Settlement, page 103.) In the Nellore district, however both Mr. Travers in Fasli 1211 and Mr. Smalley in Fasli 1236 proceeded upon the footing that the Sircar's share of the grain is 11 out of 20. Mr. Place, the Collector of Chingleput stated "that Pycarri is entitled generally speaking to one-half of the produce of his cultivation." According to the report of Mr. Wallace, the Principal Collector of Tanjore and Trichinopoly to the Board of Revenue, dated 15th June 1806 the proportion varied from 50 to 60 per cent of the standard gross produce after deducting the usual Swathantrams and Manyams. In the settlements effected in Tinnevely, the Sircar's share varied from 60 per cent between 1770 and 1780, 50 per cent between 1781 and 1789 and 40 per cent in 1790 and 1791 with a restoration of the 50 per cent waram between 1792 and 1800. According to Mr. Hodgson's report the allowances in kind between the cultivator and the Sircar were in equal proportions." From the report of the Principal Collector of the Ceded districts to the Board of Revenue, dated 15th August 1867, it would appear that the share of the ryot there was commonly much nearer to one-half than two-third of the produce. The proportions of the produce collected by the zamindars before the Permanent Settlement were therefore not considered exorbitant or oppressive if one has regarded to the proportions which Government itself considered it was entitled to in the ryotwari settlements which were effected in the early years of the 19th century.

After obtaining figures showing the average income of the zamindar which as already stated depended upon the gross produce, the Government generally fixed the peshkash at two-third of the zamindar's income with an addition or subtraction from it to suit the peculiar conditions of individual estates in accordance with the recommendations of the concerned Collectors. It is necessary to refer to this circumstance because it would show that the peshkash did not form a fixed and invariable proportion of the gross produce as my colleagues assume, on the basis of which assumption, among other things, my colleagues proceed to put forward the theory of a tripartite agreement between the Government, the zamindar and the ryot whereby the rents is zamindaries are said to have been unalterably fixed for all time.

It may be that the variations on the normal two-third of the zamindar's estimated receipts were few and it may also be that such variations whether by way of addition to or subtraction from the standard proportion were not considerable. The significance however of such variations lies in this. If the Rajabagam or the Melwaram is one-half and the Government took for itself by way of peshkash something less than two-third which

was not calculated on any exact proportion of the melwaram, what exactly were the terms of the "tripartite agreement" as between the zamindar and the ryot? The rent payable by the ryot must *ex concessi* have been more than one-sixth of the gross produce and are we to assume that the Government fixed the rents payable by the ryots to the zamindars at a higher proportion in some estates and at a lower proportion in others and are we also to assume that the Government fixed the rents in certain estates at a proportion of the gross produce which they did not care to specify because in those cases in which the Government proceeded to fix the peshkash at something more than two-thirds of the melwaram it simply added or subtracted a lump figure in accordance with certain consideration to which its attention was drawn by the concerned Collectors without troubling itself as to the proportion which the resultant figure would bear to the melwaram.

Estates held on Feudal Tenure.

I may in this context also refer to the peculiar footing on which the settlement of the western palayama proceeded an aspect to which I had occasion to refer to an earlier part of this minute. The settlement of Venkatagiri, Kalahasti, Karvetnagar and Sydapore had nothing whatever to do with an estimate of the zamindar's revenue. A certain tribute was payable to the Nawabs of the Carnatic; which was assigned to the East India Company by treaty between the Nawab and Company. To that was added a lump sum in commutation of the military service which the poligars were under an obligation previously to render and from which they were exonerated by virtue of the Permanent Settlement. At no stage in the process of fixation of the peshkash payable by these poligars to the Government was there any occasion to investigate into or estimate the gross produce of the lands in their estates or the income which they were deriving from their ryots or the proportion which the peshkash should bear to such income. In dealing with the question whether the Pre-Settlement Inams situated within their estates are Lakkiraj within the meaning of the Permanent Settlement Regulation and whether in consequence thereof the Government had the right of enfranchising them, the Judicial Committee in 44, Madras, 864, had occasion to deal with the peculiarities of the Permanent Settlement effected with those estates and the procedure that was followed in arriving at the amounts of peshkash that these zamindars had to pay to the Government.

My colleagues themselves do not dispute this position. In their report, as also in the draft bill appended to it, they concede the peculiar position in which Estates based on feudal tenure stand as opposed to estates in which permanent settlement was made on assets basis. In view of that concession it seems to be logically therefore that the conclusion of my colleagues that there was permanent fixation to as preliminary to and part of a permanent settlement of the estate itself would be altogether inapplicable to such estates. The entire reasoning of my colleagues' proceeds on the footing that since the zamindars' share of the produce was first estimated and two-thirds out of it was fixed as the peshkash. What is payable by the ryot to the zamindar must be taken to have been fixed as part of this process and as necessarily involved in it. If therefore in the case of these feudal estates fixation of peshkash had nothing to do with the revenue or the assets, I do not see how it can be said that there was in their case also as in the case of estates settled on assets basis that tripartite agreement which my colleagues emphasise in more than one place.

If then there was no permanent fixation of 1802 was there any such fixation subsequently, my colleagues themselves do not suggest that there was any such subsequent legislation whereby rents were permanently fixed. The Rent Recovery Act recognized the validity of contracts and the Estates Land Act only prohibited enhancement except in the manner provided by it.

It seems to be, therefore, that even on the reasoning of my colleagues the conclusion cannot be avoided that in the case of feudal estates an attempt to restore the permanent settlement rates of rent would be clearly illegal and confiscatory.

In dealing with the share of the produce which the state was claiming for itself during the Hindu period and under the Muhammadan rule, my colleagues themselves admit that it was the higher standard of half the produce which the British took over as the basis of calculation at the commencement of their rule in 1765 on the assumption of the Diwani of Bengal, Bihar and Orissa, though rather inconsistently they state in another part of Chapter III that "the share of the produce payable to the Government, $\frac{1}{2}$, $\frac{1}{3}$ or whatever it was then prevailing in each estate was first ascertained." On an examination of the patta, Permanent Settlement and the Karnam Regulations of 1802, my colleagues have arrived at the conclusion that not only the peshkash that is payable by the zamindars to the Government but also the rents that are payable by ryots to the zamindars were permanently fixed in 1802 and are not subject to any variation. I find it impossible to agree with these conclusions.

Turning to the patta regulation with which my colleagues first deal, the object and purpose of that regulation, is clearly and unmistakably stated in the preamble itself. As my colleagues themselves point out at page 13 of their report there was considerable oppression of the ryots by reason of the illegitimate demands which were made on them by the zamindars or their agents, who did not collect merely the recognized share deliverable to the state but collected under one name or another a good deal more leaving to the cultivator much less than what was legitimately due to him. The cultivator could not therefore say with any degree of certainty that he was entitled to a particular proportion of the produce which he raised. That is why there is a reference in the preamble to the patta regulation to the advisability of abolishing the "existing indefinite mode of dividing the produce of the earth." There was also an uncertainty in regard to the money rents that the cultivator had to pay. There was no definiteness about it and in consequence there was considerable oppression. The preamble to the patta regulation therefore speaks also of the advisability of abolishing the "existing indefinite mode of accounting for the customary revenue." The indefiniteness is to be abolished and a "determined agreement ought to be entered into between the under-collectors and under-tenants of the lands and the superior landholders and farmers of lands." The terms of such agreements should be made specific to the end that the cultivators and under-tenants may have recourse to them for the prevention of disputes." No comment is needed for pointing out that the one and only object of the patta regulation as the preamble clearly shows, was to device machinery for compelling zamindars to exchange pattas and muchalikas with the ryots so that the ryot may know exactly what his rights and obligations are, and so that the necessary protection may be accorded to the ryot whenever the zamindar claimed any rents in excess of what are stipulated for in the agreements. No section of the patta regulation, however, prohibits enhancement of rents. There is nothing in the patta regulation which corresponds for instance, to section 24 of the Madras Estates Land Act. It may be that under the general law of contracts a zamindar cannot lawfully claim enhanced rent if there is no consideration for the additional payment. But if the land becomes or is rendered more fertile or there is a superior kind of culture or there is a rise in prices, there is nothing preventing the parties from agreeing to a higher cash rent than what obtained at the time of the Permanent Settlement of 1802. Sloan states in his Revenue Code in dealing with sections 6 and 7 of the patta regulation quoting a decision of the Sudder Adaulat in S.A. No. 6 of 1847 delivered on the 31st December 1851 that the court did not understand sections 6 and 7 of the patta regulation to declare that land which is improved (such as being raised from punja to nanja or thottakal) shall, according to the custom which may be found to prevail in the part of the country in which the lands are situated be liable to pay increased rent to the mootadar and the mootadar was held to be justified in levying an increased assessment upon areca, coconut and other trees and betel gardens newly formed on punjai lands.

It is not easy to follow how my colleagues are able to get out of the preamble to the Patta Regulation, the inference that the rents were fixed permanently. They state at page 28 of the report that the process of dividing the produce and also accounting for the customary ready money being abolished, there was only one thing left open, namely, to fix the revenue permanently." It seems to me that my colleagues have made an obvious slip in quoting or interpreting the preamble of the Patta Regulation. What is abolished is not the process of dividing the produce or of accounting for the customary ready money year after year but the existing indefinite mode of dividing the produce and the existing indefinite mode of accounting for the customary ready money. My colleagues cannot for instance suggest that the system of collection of the rent in the shape of a share of the produce was abolished by the Patta Regulation. In fact, they themselves state at page 28 of their report that at the time of the Permanent Settlement the revenue was payable only in kind and not in cash—cash being a rare commodity. My colleagues also state that unless and until the revenue is fixed permanently, the peshkash payable by the zamindar to the Government could not be fixed permanently. I am unable to follow the reasoning. It was no doubt necessary to make an estimate of the income which the zamindar was deriving or was likely to derive and a certain proportion out of it had to be fixed by way of peshkash. But for the purpose of fixing the peshkash as between the Government and the zamindar it was not necessary that the zamindar should not enhance the rents even for a proper cause. If really the object of the Patta Regulation was to prevent enhancements on whatever grounds they may be based, it was easy for the legislature to say so and the fact remains that it did not say so. Sections 2 and 3 of the regulation provide that proprietors and cultivators of land should enter into mutual engagements in writing within a given time. Section 4 provides for the contents of those engagements which are described as pattas and muchilkas and contemplates four classes of pattas according as the pattas were for village rents or for the division of the produce on land

or for money rent or for grain rent fixed at a specific quantity. The pattas and muchilkas are to be registered by the karnam according to section 5. In order to make it clear to the cultivator what exactly he would have to pay all ruses and other charges which the proprietors were previously collecting in addition to the specific money rent or quantity of grain should be consolidated with the rent proper within a period of two years after the passing of the Regulation. Section 7 imposes a penalty on unauthorized exactions. Cultivators could compel proprietors to grant pattas. If the proprietors on demand refused to grant pattas they were liable to be prosecuted and could also be made to pay damages. Section 9 provides that where disputes may arise respecting rates of assessment in money or a division in kind the rates shall be determined according to the rates prevailing in the cultivated lands in the year preceding the assessment of the permanent jumma on such lands or where those rates may not be ascertainable according to the rates established for lands of the same description and quality as those respecting which disputes may arise. I have set out these sections at length because my colleagues have put upon them an interpretation which I find it impossible to agree with. If there is a clear and specific agreement between parties the agreement would be given effect to. Section 9 would only apply in the absence of such definite agreements. And where the court or the concerned officer is unable to decide the rights of the parties in the absence of written agreements, the section provides that the rates which obtained on the lands in question in the year preceding the Permanent Settlement should be determined. But where that is not possible by reason of the non-availability of necessary material or record, the court was directed to determine the rates which were established for lands of the same description and quality as those respecting which disputes may arise. There is nothing in section 9 preventing the zamindar from claiming, where he can point to an agreement entered into between himself and a ryot that the terms of that agreement should be given effect to provided always that those terms were not vitiated by the absence of consideration for any larger payment which the ryot may agree to, over the rent which he was previously paying. If the rent is fixed permanently, once a patta and muchilka are exchanged there is no need for successive renewals of pattas as the Regulation distinctly contemplates in section 12. Renewals are not, as my colleagues think, merely for the purpose of adding to the previously existing rental the additional rent that may be payable in respect of waste lands newly brought under cultivation. They may cover a wide variety of circumstances necessitating fresh adjustments as between the zamindar and the ryot. The words "according to the rates established for the lands of the same description and quality as those respecting which disputes may arise" are construed by my colleagues to mean the rates of neighbouring lands in the year preceding the Permanent Settlement. I would with great respect state that it is really adding words which are not there. These words or words to the same effect are to be found in section 11 of the Rent Recovery Act of 1865 and in section 25 of the Madras Estates Land Act. These provisions have never been construed as necessitating an enquiry into the rents that obtained prior to the Permanent Settlement. The meaning of the words is obvious. Where there is no rent stipulated in respect of land regarding which dispute arises and there is no previously established rent in respect of that holding or such previously established rent is not ascertainable, the court fixes and is by these provisions directed to fix the rent at the same rate as that obtaining for similar lands with similar advantages in the neighbourhood at the time when the dispute may arise and not at some pre-historic date. The construction put upon these words by my colleagues is directly opposed to the accepted interpretation of similar words occurring in the Rent Recovery Act and of the Madras Estates Land Act. Under-farmers or ryots refusing to exchange mutual engagements in writing with proprietors or farmers of land, are, on persistence in such refusal, liable to have their lands taken away from them and granted to other persons. Section 11 imposes a penalty on the proprietor whenever he receives money or produce in excess of the stipulated rent specified in the muchilka. Section 12, as already stated, provides for renewal of pattas, while section 13 deals with the particular case of renewals of pattas by purchasers of portions or parts of an estate, and the duty is imposed upon the proprietors or farmers of issuing receipts for cash and grain rents. On a refusal to issue such receipts they render themselves liable to the payment of damages calculated at double the sum paid.

An examination of the provisions of the Patta Regulation would therefore show that the legislature was particular that the conditions of tenancy as between zamindar and ryot should be reduced to writing and that penalties are imposed with a view to compel zamindars to issue pattas and also to issue receipts whenever they receive rent. It was evidently contemplated that if there is documentary evidence regarding the terms of the tenure and regarding the payments which the ryots may make towards rent, the tenants could by a resort to the established courts of the country protect themselves from the extortionate demands which the zamindars may make. The Patta Regulation did nothing more than this. If it is borne in mind that the ancient and universal system of collecting

rent is by a share of the produce, it must be conceded, as it has been in several cases, that even if the rents are fixed in money, there must be and can be adjustments whenever by reason of the substitution of more valuable crops for the crops which were being previously raised or by reason of a rise in the prices of agricultural products or by reason of an improvement in the fertility of the soil, the existing rate of rent fails to correspond and ceases to represent the legitimate share of the produce which the zamindar is entitled to.

I may in this context refer to a judgment delivered on the 19th June 1865 by a Full Bench of the Calcutta High Court consisting of fifteen judges, which construed the Bengal Regulations and Acts which are in *pari materia* with ours and held that an enhancement could be decreed to a zamindar on the ground of a rise in prices and that there was nothing in the Bengal Regulations and enactments preventing such an enhancement. In answer to an argument that the Bengal Regulation of 1793, 1794 and 1799 corresponding to our Regulations of 1802 fixed the rent permanently. Mr. Justice Trevor makes the following observations :—

“ To suppose that a pargana or local rate of rent could be permanently settled in amount when the circumstances of the country were improving, is to suppose an impossible state of things. The proportion of the produce calculated in money payable to the zamindar represented by the pargana or the local rate remains the same but it will be represented under the circumstances supposed by an increased quantity of the precious metals.”

The judgment of the Full Bench covers over 100 pages in the Law Reports and closely examines and interprets the language of the several sections of the Bengal Regulations and Acts which may usefully be compared with the language of our Regulations which are to a very large extent based on the Bengal Regulations and are almost word for word the same. It is unnecessary to quote at any length from the judgment and I would only desire to point out that the opinion expressed by my colleagues in regard to the Patta Regulation is directly opposed to what has been laid down by the Calcutta Full Bench in its judgment. The best annotation of the Patta Regulation XXX of 1802 is furnished in paragraph 35 of the Instrument of Instructions to the Collectors, dated 15th October 1739, to which constant reference is made in the report of my colleagues. The paragraph runs as follows :—

“ To ensure the dues of the Sircar or proprietor of the estate it has been already observed that rules will be prescribed and administered by the judicial courts; and that the same rules will also extend protection to the ryots and under-tenants.”

But in order that there may be some standard of judgment between these parties, the proprietor or under-farmer will be obliged to enter into specific written agreements or pattas with the ryots or under-tenants, the rents to be paid by whatever rule or custom they may be regulated, to be specifically stated in the patta which in every possible case shall contain the exact sum to be paid. In cases where the rate only can be specified such as where the rents are adjusted upon a measurement of the lands after cultivation, or on a survey of the crop, or when they are made payable in kind, the rates and terms of payment and proportion of the crop to be delivered with every condition shall be clearly specified. The Patta Regulation has never been understood in all these 130 and odd years in the manner in which my colleagues construe it. It has, on the other hand, been conceded by administrators, and judges, and legislators, that rents in zamindari estates are liable to be enhanced for proper causes and the first prohibition against enhancement of rents by contract was introduced only in the Madras Estates Land Act of 1908.

In dealing with the Permanent Settlement Regulation XXV of 1802 my colleagues lay particular emphasis on section 2 on which evidently they base their conclusion that the rents were fixed permanently as between zamindar and ryot. Section 2 of Regulation XXV of 1802 states that in conformity to these principles (referring to the principles stated in the preamble) “ an assessment shall be fixed on all lands liable to pay revenue to the Government and in consequence of such assessment the proprietary right of the soil shall become vested in the zamindars or other proprietors of land and in their heirs and lawful successors for ever.” From this section my colleagues argue that “ the Permanent Settlement between the Government and zamindar is concluded only after the fixation of the assessment and if the assessment is fixed, how could the rent be subsequently altered?” If I may say so with respect, there is here an obvious confusion between assessment and rent. The principles that are enunciated in the preamble to the Permanent Settlement Regulation are the principles which relate to the fixation of what is payable by the zamindar to Government. The assessment that is referred to in section 2 is the assessment of revenue which is payable to the Government. The rent due from ryots is certainly not payable to the Government nor can it be described as revenue.

As part of the Permanent Settlement engagement the amount that the zamindar has to pay to Government, which is all that is meant by the word "assessment" occurring in this section has no doubt to be determined but it seems to me to be impossible to get out of those words the inference that my colleagues have drawn, namely, that the rents are first fixed as between the ryots and the zamindar before the proprietorship of the estate is conferred on the zamindar, or an engagement is concluded with him by the Government in accordance with the provisions of the Permanent Settlement Regulation. That my colleagues have misconstrued the word "assessment" occurring in section 2 is quite clear from the question which they put to themselves at the top of page 34 of their report. "When the law makes the fixing of assessment on all the lands a condition precedent for the vesting of the proprietary right in the landholder, how could the cultivator," they ask themselves, "be deprived of the benefits of such permanent assessment at a later stage?" The obvious answer to this question is that the permanent assessment conferred no benefits on the cultivator because he was no party to it and there could therefore be no question of depriving him of benefits which my colleagues assume, were conferred on him by the permanent assessment. The erroneous conclusion at which my colleagues arrive is therefore the direct result of the wrong assumption that they start with. My colleagues observe that to secure fixity of tenure and fixity of rent for both the landholder and cultivator assessment was fixed on the whole land. This sentence again makes it clear that they have throughout misunderstood the word "assessment" and have applied it to that notional share which the State is entitled to out of the produce whereas the assessment that is to be fixed under section 2 of the Permanent Settlement Regulation is the amount of the peshkash or jumma which the zamindar under the Permanent Settlement sanad engages to pay to the Government regularly year after year. Section 3 of the Permanent Settlement Regulation provides that the sanads that are conferred by Government on the zamindars and the kabuliyats which the zamindars execute in favour of the Government shall contain the conditions and articles of tenure and in all cases of disputed assessment, reference shall be made to the sanads, and kabuliyats, and judgment shall be given by the courts of judicature in conformity to the conditions under which the agreement may have been formed in each particular case." It is obvious that the conditions and articles of tenure which are here referred to are the conditions and articles of tenure as between the zamindar and Government and cannot have any possible reference to any agreements between the zamindar and the ryots in respect of rents, which are separately provided for in section 14 of the Permanent Settlement Regulation which runs on the lines of the Patta Regulation and directs that zamindars should enter into engagements with their ryots and should grant pattas as also receipts for rents and provides that zamindars may be made liable for damages by a decree of the Zilla Adaulat Court for failure to issue pattas or receipts. The engagement between a zamindar and a ryot is an independent engagement which in no sense can be regarded as part of the engagement as between the Government and the zamindar, and as I have already pointed out the more elaborate regulations of the Patta Regulation themselves do not provide that the rent payable by the ryots to the zamindar should be unalterable. At page 35 of their report my colleagues observe that exchange of patta and kabuliyat with the rent fixed for ever and the grant of a receipt for the amount paid are made conditions precedent for the continued validity of the sanad. In the first place I do not know what warrant there is for the importation of the words "with the rent fixed for ever." Section 14 which is quoted by my colleagues in support of this observation does not contain those words nor do any of the sections of the Patta Regulation which I have elaborately discussed contain those words or words of like effect. It is impossible to follow what my colleagues mean when they speak of the exchange of patta and kabuliyat as a condition precedent for the continued validity of the sanad. Is it suggested that if a zamindar refuses to issue a patta to an individual ryot the engagement between the Government and the zamindar ceases to be valid? Would not a necessary consequence of the cancellation of the engagement be that the Government would be unable to realize its peshkash from the zamindar? My colleagues follow up the observation just referred to by the equally unintelligible observation that "the default of any of these conditions deprives him of the right of suit to recover the land revenue. This is what is called divesting of his estate." If a zamindar refuses to issue a patta to one ryot does it mean that he cannot collect rent even from the other ryots? Does he lose the proprietorship of the estate altogether? And if my colleagues are right, would not those consequences follow even when he or one of his numerous subordinates or agents refuses to issue a receipt for a paltry sum to an individual ryot in some corner of the zamindari?

So far as section 8 of the Permanent Settlement Regulation is concerned, I do not find anything in it which has any possible bearing on the question of the fixation of rent as between zamindars and ryots. Section 8 only provides that the transfer of an

estate or part of it by its proprietor shall be valid and shall be respected by the courts of judicature and by the officers of Government provided it shall not be repugnant to the Muhammadan or the Hindu Law or to the Regulations of the British Government. This can only mean that a transfer would not be valid if there is a provision in any Regulation of the British Government prohibiting such transfer. In the absence of any such prohibition the transfer would be valid. It certainly cannot mean that because certain penalties are imposed on the non-observance by a zamindar of certain duties which are statutorily enjoined on him by the Patta Regulation in the shape of issuing pattas when demanded or receipts when payments are made, a transfer of a zamindari once effected ceases to be valid when the transferee fails to follow in the case of all his dealings with his ryots the provisions just referred to. As to the rights or powers which would pass to the transferee my colleagues are quite right in stating that he would have no more powers and rights than his transferor. But that is because of the general principle of law which is of universal application, that no man can grant more than what he has. There is nothing in section 8 or in any of the other sections of the Permanent Settlement Regulation which describes or determines the scope of the transfer or defines the rights and powers of the transferee of an estate. The true scope and effect of sections 3 and 8 of the Permanent Settlement Regulation came up for consideration on several occasions before the Judicial Committee and the Madras High Court and it was invariably held that the latter part of section 8 was enacted for the protection of public revenue, that the section in no way prohibits or invalidates any transfer of an estate or a portion of it that on the other hand the earlier portion of section 8 recognizes and declares the validity of such transfers notwithstanding the fact that the property dealt with is a permanently settled estate or part of it. In 8 M.I.A., 328, Lord Kingsdown, delivering the judgment of the Judicial Committee, states as follows: "The language of the Regulation would seem to apply to questions between the zamindar and the Government and to have been framed with a view of preventing a severance of the zamindari without public notice to the Government. It is not very obvious upon what principle it can be held that an instrument good against the party making it is bad against an heir if the ancestors had absolute powers of alienation." In 9 Mad., 307. Sir Richard Couch refers to section 3 of the Regulation XXV of 1802 and observes as follows: "The Governor-in-Council also expressed a doubt as to the soundness of Mr. Elliot's opinion as to the effect of section 3 of Regulation XXV of 1802 and intimated that the true construction of the Regulation was probably that which has been since adopted by this Committee, namely, that it imposed restrictions on alienations only to secure the interests of public revenue and that the zamindar would have no power to disturb grants, otherwise valid, made by his predecessor, or titles to inams acquired by prescription." In 38 Mad., 1128, Sir John Wallis, C.J., points out that "Notwithstanding the generality of the latter part of section 8, it has been held by the Privy Council in the Ettaiyapuram case, 8, M.I.A., 328, and elsewhere that this section does not affect the validity of transfers as between the parties but only saves the rights of the Government." In fact there would have been no necessity for Act I of 1876 which is described as an Act to make a better provision for the separate assessment of the alienated portions of permanently settled estates, if such alienations are invalid and an enactment like that would be altogether inconceivable. Reading section 8 of the Permanent Settlement Regulation and Madras Act I of 1876 together, the Madras High Court has even gone to the length of holding that the provisions of Act I of 1876 are not confined to alienations by registered proprietors only (see 30 Mad., 106).

Section 11 of the Permanent Settlement Regulation which empowers the zamindar to nominate without however giving him any power to remove the karnam is relied upon in support of the proposition that the zamindar is not the proprietor of the soil. I do not see why the proprietorship of the estate should carry with it the right to remove a karnam from office, nor how the absence of such power can at all throw any light on the question whether the zamindar is the proprietor of the estate in view especially of the clear language of this Regulation and other Regulations constituting the zamindar "proprietor of the soil."

According to my colleagues section 9 of the Permanent Settlement Regulation which lays down the principle on which the assessment on a part of the estate is separated should be calculated, clinches the whole matter. I may set out the relevant portion of the section—

"The assessment to be fixed in this case on the separated lands shall always bear the same proportion to the actual value of the separated portion as the total permanent jumma on the zamindari bears to the actual value of the whole zamindari."

I must in the first place point out that the "total permanent jumma" can only have reference to the total peshkash payable on the entire estate and not to the national half-share of the produce which the zamindar as the assignee of the State may be entitled

to as between himself and the ryot. My colleagues observe relying on this section that the Government cannot claim a right to a higher rate of peshkash on the ground that the cultivator has been making larger profits at that date than at the time of the Permanent Settlement. I need not quarrel with this statement. I would only add that the Government cannot claim higher peshkash because it is bound by the Permanent Settlement engagement to collect only a fixed unalterable amount by way of peshkash whatever the income of the zamindar may be. For the same reason if a portion of the estate has been transferred, the Government cannot take advantage of such transfer for the purpose or increasing its peshkash which was fixed for all time. Larger profits which the cultivator may realize are an entirely irrelevant consideration because the Government has nothing whatever to do with the ryot. I am at a loss to see how the Government's inability to claim a higher peshkash in view of the solemn engagement which it had entered into in 1802 can at all lead to the conclusion that the landholder cannot claim any enhanced amount from his ryot.

No part of the Permanent Settlement Regulation states or gives room for the inference that the rent as between zamindar and a ryot is fixed as a preliminary to the entering into of the Permanent Settlement engagement as between the Government and the zamindar. The mere fact that in arriving at the peshkash which was to be fixed in respect of a particular estate, the persons who were charged with the duty of collecting the figures had, in the light of the instructions issued by the Government, first to estimate the money value of the melvaram or rajabagham in accordance with the prevailing prices, so that a figure which roughly corresponded to two-thirds of the value of such melvaram could thereafter be fixed by way of peshkash, does not mean that there was any fixation of the rents as between the zamindars and the ryots. The ascertainment of the money value of the melvaram was no more than a mere step in the calculation for the purpose of arriving at the peshkash which the Government was fixing in terms of money. The word 'peshkash' which is defined in Wilson's Glossary as a tax or a tribute or a kind of quit-rent payable to the State throws considerable light on the legal and other implications of the Permanent Settlement. On grounds of high policy, the Government was fixing in terms of money the tribute payable to it for all time to come. Whatever its rights previously were they were to be commuted for and limited to a right to receive a definite annual money payment on the security of the estate on which it was fixed. It may be that that money payment roughly corresponded to two-thirds of the money value of the average collections of the estate just in the same way in which quit-rents in the case of inams were fixed by the Inam Commissioner at one-eighth or one-fourth in accordance with the rules governing the enfranchisement of inams. It can no more be said in the one case than in the other that the Government insisted that the zamindars or inamdars should convert their grain-rents into money-rents or should fix their cash-rents permanently with their ryots merely because in an arithmetical process solely concerned with the ascertainment of the payment which the Government was reserving to itself in lieu of its reversionary rights the average collections of the zamindars or inamdars or the money value of such portions of their collections as were in grain had incidentally to be taken into consideration. In fact there was no agreement written or oral concluded between the zamindar and the ryot as part of the Permanent Settlement. There is, I venture to submit, no basis whatever for my colleagues' theory of a tripartite agreement which they refer to in more places than one. The provisions of the Karnam's Regulation XXIX of 1802 throw little or no light upon, and lend no support whatever, to my colleagues' conclusion that there was, so to say, a Permanent Settlement of rents between the zamindars and ryots. My colleagues summarize the principal portions of that regulation at pages 69 and 71 of their report and enumerate in detail the duties which were cast upon the karnam by its clause 11. I have already referred to and have expressed my opinion in regard to the inference which my colleagues draw in support of their theory that the zamindar is not the proprietor of the soil from the circumstance that the zamindar is given the power of nominating the karnam to his office but is denied the power of removing him from it. The preamble to the Karnam's Regulation refers to the necessity of the retention of that office for the preservation of the rights and property of the people, which, as the preamble itself points out, can be done by Courts of Judicature effectively and efficiently only if authentic information and accounts are forthcoming. I am unable to accept the sweeping statement of my colleagues at page 91 for which I do not find any warrant that all other Revenue offices were abolished and the karnam's alone was retained because the rents were treated as perpetual and there was no need to maintain a costly establishment which was necessary when the rent was uncertain. If the Government dispensed with the several Revenue offices which were previously existing it was because they settled the peshkash with the zamindars permanently, there was no necessity to estimate the zamindar's revenue every year with a view to calculate how much of it had to be paid to the Government. For the purpose of collecting his rents the zamindar was expected to maintain the necessary establishment. In order to enable the ryots of the villages to preserve their rights it was necessary that there should be authentic

information and accounts obtainable from a responsible public officer who was subject to the control of Government and the Courts of Judicature could not themselves function properly without such material being available. That is why the Government chose to retain the office of karnam. It is impossible to infer from the fact that the office of karnam was retained, that, the rents as between zamindars and ryots must have been fixed permanently. The Karnam's Regulation also throws light upon the object of the Patta Regulation by providing for written evidence of the contracts as between zamindars and ryots and by appointing an officer whose duty it was to register those pattas and muchilkas as also to maintain accurate and authentic accounts of the several tenures in the village for which he is appointed karnam. The Government expected that encroachments upon the rights of cultivators or other classes of the population would be impossible and that Courts of Judicature may be relied on to provide the required protection.

I shall now deal with the State documents which my colleagues rely on in support of their conclusion that the rents in zamindaris were fixed permanently at the time of the permanent settlement. My colleagues make a detailed reference to the instructions issued to the Collectors in 1799. Most of those instructions were embodied in the Permanent Settlement Regulation, the Patta Regulation and the Karnam's Regulation which if they did not agree word for word with the corresponding rule in the instructions to Collectors expressed concisely what perhaps was stated in more elaborate language in those rules. As I have already dealt with the relevant provisions of those regulations and pointed out that *there is nothing in them* which may be said to support my colleagues' conclusion, it is unnecessary for me to deal with every one of the rules embodied in the instructions to Collectors. I shall therefore confine myself to those rules on which particular emphasis is laid by my colleagues. Rule 4 referred to the state of things that obtained prior to the permanent settlement, to the fluctuating and arbitrary character of the public assessment and the liability of zamindaris to sequestration. Rule 5 followed this up by stating that the Government resolve to adopt the permanent settlement which had some years previously been introduced in Bengal by constituting the zamindars and other landholders actual proprietors of the soil. Rule 6 assured the zamindars that once the permanent settlement is concluded, there is no power in the country that can infringe their rights or property or oppress them with impunity. Rule 7 pointed out that the desideratum lay in the limitation of the public demand, and in forming a settlement with each estate on a principle of permanency, calculating the same upon equitable moderate terms. In none of these rules is there any reference to the rent payable by the ryot to the zamindar or its fixation. In rule 8 it was stated that this measure (referring obviously to the permanent settlement) involves the happiness of the cultivators of the soil who cannot expect to experience moderation or encouragement from their own landlords whilst they themselves are exposed to indefinite demands and that the prosperity of the commercial part of the people depends upon the adoption of it. As trade and manufacture must flourish in proportion to the quantity of the materials produced from the lands, it is clear that this rule is nothing more than the expression of an expectation. The Government expected that once the peshkash payable by him is permanently fixed there would be every inducement for the zamindar to encourage cultivation and to foster a prosperous and contented tenantry. It is with great respect, too much to state, that this sentence in rule 8 should be construed as involving permanent settlement of rents as between zamindars and ryots. It cannot possibly be suggested that the permanent settlement had, for instance, anything to do with traders, or manufacturers but still we find in the sentence immediately following the one which refers to the cultivators of the soil the expression of an expectation that trade and commerce would prosper once the Permanent Settlement is effected between the Government and the zamindar in the sense that the produce of the land will be considerably enlarged. Rule 9 rightly characterises these benefits which were expected as numerous advantages which are connected with the security of property. This, in my opinion, furnishes the clue to the true construction of rule 8 just set out. In rule 10, the question is asked, whether the fixation of the peshkash at two-thirds of the State's share of the produce would be felt burdensome and whether in consequence thereof zamindaris would have to be sold up for realization of the Revenue due to the Government. And it is answered "that there is no room for any such apprehension as a permanent assessment upon the scale of the present ability of the country, must contain in its nature a productive principle, that the deficiencies of bad seasons will, on the whole, be counter-balanced by the fruits of favourable years, that there will thus be a gradual accumulation whilst the demands of the Government continue the same and in every step of this progressive work property becomes of more value, the owner of more importance, and the system acquires additional strength; such surely appears to be the tendency and just consequence of an equitable fixed assessment." After italicizing the words "of an equitable fixed assessment" evidently under the impression that this refers to the fixation of rents, my colleagues proceed to consider why it was thought necessary to fix the nature of the tenure and the rates of rent for ever. It seems to me, that the only possible

construction of the words, "equitable fixed assessment," in the context is the peshkash or permanent assessment on the zamindari, and has no reference whatever to the rents payable by the ryots to the zamindars and that the construction put upon it by my colleagues, is altogether unsustainable. After the observation just adverted to my colleagues again refer to section 14 of Regulation XXV of 1802, and state that it made it obligatory that the rates of rent should be made permanent. One looks in vain into that section to find words justifying that conclusion. All that the section did was, to make it obligatory on the part of zamindars to exchange pattas and muchilkas with their ryots so that the terms of the agreement between them may be definite and the ryots may have, when an occasion arose, for resorting for protection to the courts of law, recorded evidence of the nature and extent of their obligations. It is needless to say this is something entirely different from fixing the rents permanently. Rule 37 of the instructions to Collectors, is the basis for section 6 of the Patta Regulation, which provided that all the demands which a proprietor may have been collecting in various denominations should within a period of two years after the passing of that regulation be consolidated into a single demand. Rule 36 contains certain directions about the grant of receipts and the penalties that would follow in default to issue the same to the cultivator. There is nothing in these rules to suggest that the tenure or the terms of the tenancy as between zamindars and ryots were being settled. Rules 32, 34 and 35 may next be referred to. Rule 32 states that though the cultivating ryots have no positive property in the soil, they have a right of occupancy as long as they cultivate to the extent of their usual means and give to the Sircar or proprietor whether in money or in kind the accustomed portion of the produce. My colleagues quote this rule *in extenso*, but if I may say so with respect, miss its significance altogether. There is here a clear contradistinction as between a right of property in the soil, and the right of occupancy. The two could co-exist, and the authorities who were responsible for the issue of these instructions did not find anything incongruous in conceding the right of occupancy to the ryot while constituting the zamindar the proprietor of the soil. This, in my opinion, furnishes the clearest answer to question I in the questionnaire referred to the Committee. Rules 34 and 35 prescribe the form of a patta and enjoin upon a proprietor the duty of giving a patta when demanded on pain of having to pay a fine in case of refusal. These among other rules formed the basis of the Patta Regulation to which detailed reference has already been made. Rules 50 and 51, inaccurately referred to by my colleagues, as rules 48 and 49, referred to the abolition of the several revenue offices and the retention only of the office of village karnam. The reasons for the said abolition and retention is furnished in rule 50 where it is stated that in view of the fixation of the peshkash payable by the zamindar there is no longer any necessity for retaining an elaborate establishment for keeping accounts of the produce, etc., on the basis of which the Government was previously collecting its revenue. Rule 11 refers to Lord Cornwallis' contention that reform must begin there (referring to the fixation of zama or land revenue payable by a zamindar) and that in order to simplify and regulate the demands of the landholders upon their tenants the first step is to fix the demand of the Government itself. This is similar to the language used in rule 8 and in my opinion only means that so long as the Government itself is levying an uncertain and arbitrary peshkash, it could scarcely expect the landholders to regulate their demands upon their tenants and that the first step which the Government had decided upon, namely, to fix its demand upon zamindaris for all time, would lead in due course to a simplification and regulation of the demands of landholders upon their tenants. It is noteworthy that this rule refers to the fixation of the peshkash as the first step. According to my colleagues however and the reasoning which runs throughout their report the first step is the permanent fixation of the total share payable or deliverable to the State or its assignee the zamindar and that the next step is the fixation of a certain proportion out of it, generally two-thirds as the peshkash payable by the zamindar to the Government. Rule 11 itself therefore indicates that there is no scope or basis for that imaginary Permanent Settlement between the zamindars and their ryots which according to my colleagues preceded the Permanent Settlement of peshkash. In rule 12 which also is relied upon as declaring that a "definite permanent basis for rent as well as peshkash should be adopted" I am unable to find any words which could have the remotest bearing upon the rents or their fixation.

The passage quoted at page 45 of my colleagues' report from the statement of the Governor-General according approval to the arrangements made by the Madras Government for introducing the Permanent Settlement in the Presidency of Madras, does not in my opinion go against the zamindars' case that they were constituted proprietors of the land subject to such rights of occupancy as the ryots may have had prior to the Permanent Settlement. Nor does the said passage lend any warrant to my colleagues' theory that the rents were fixed permanently as that passage indicates that the Government contemplated that passing of laws which might be considered expedient for the protection of the ryots. If, as my colleagues state, the rents payable by the ryots were fixed permanently, there would, it seems to me, be no necessity at all for any further

legislation on the subject and that, in fact, is what my colleagues themselves state in more than one place when they point out to the Regulations of 1802 as containing all the provisions needed for the protection of the ryots while in the opinion of my colleagues owing to a defective understanding of the meaning and effect of those regulations, subsequent legislatures passed the Rent Recovery Act and the Madras Land Act which had the effect of depriving the ryots of rights which had been secured for them in 1802. That it is impossible to sustain my colleagues' view in regard to the Rent Recovery Act of 1865 or the Madras Estates Land Act of 1908 I shall point out in the proper contests. While referring to the despatch of the Governor-General it is sufficient to state that it does not support the view of my colleagues that all that was needed in the shape of legislation for the protection of ryots had been done in 1802. On the other hand the despatch speaks of such legislation as something to be undertaken in the future.

I have already dealt with Regulation IV of 1822 in answering question I. As regards Regulation V of 1822 it simply provided for the transfer of jurisdiction from Zilla Courts to the Collectors' Courts in several classes of cases which arose under the Karnams Regulation and the Patta Regulation and it further provided for the transfer of some of those suits by the Collectors to the panchayats for determination but in my opinion no light whatever is thrown by these Regulations upon the question whether any settlement at all was effected of the rents in zamindari estates in 1802. A reference is made at page 52 of my colleagues' report to a minute issued by Sir John Shore in 1789 and particularly to a passage where he stated the main principles on which the permanent settlement of lands in Bengal were based as (1) security of the Government with respect to its revenue, and (2) the security and protection of its subjects. The minute goes on: "The former will be best established by concluding the permanent settlement with zamindars or proprietors of the soil. The land, their property, is the security of the Government. The second must be ensured by carrying out into practice as far as possible an acknowledged maximum of taxation. The tax which each individual is bound to pay ought to be certain, not arbitrary." If one has regard to the context one can only understand the word 'subjects' as referring to zamindars or landholders from whom the Government was to derive its revenue. The rent payable by a ryot to a zamindar is not revenue and is not paid to Government and Sir John Shore was dealing with the relationship between the Government on the one hand and its subjects who pay revenue to it on the other. It seems to me that to construe the word 'subjects' as meaning ryots is to ignore the real meaning of the passage quoted and the context in which it occurs.

The quotation from page 93 of the State papers edited by Sir John West that "In order to simplify the demand of the landholder upon the ryot or the cultivator of the soil we must begin with fixing the demand upon the former" is on a par with Rule 11 of the instructions to the Collectors, which has already been dealt with and expresses, like that rule, the hope which the Government then entertained that the permanent assessment would have very favourable repercussions on the relations between zamindars and their ryots. While dealing with this quotation however it is worth while to set out the latter part of it and to point out its significance. It runs as follows:—"The value of the produce of the land, as is well known to the proprietor and the ryot who cultivates it, is a standard which can always be reverted to by both parties by fixing equitable rents. It is clear from this passage that what is permanent as between the proprietor and the ryot is the customary share. It was not open to the proprietor to demand anything more than that share. If there are temporary engagements between him and the ryot for payment of rent in money it was always open to him or to the ryot to claim a reversion back to the waram or the crop-sharing system. This principle has been recognized in several decisions which have held that except where it is shown by the conduct of the parties extending over a long number of years that there was a permanent substitution of the visabadi or the cash rent system for the Asara or crop-sharing system, the landholder could always revert to the latter and claim that his rent should be delivered in kind. This principle was also recognized in section 11 of the Rent Recovery Act. The passage just quoted would further show that the claim of the zamindars that rents should be raised on the ground of a rise in prices is justified when the money rent that is being paid ceases to represent according to the current prices the monetary equivalent of his customary share of the produce. Under the crop sharing system the incidence of a rise or fall in prices would fall equally on both parties a result which is not possible if the rents are in cash. Hence the necessity for permitting the one party or the other to claim the advantage of a rise or fall in prices by reverting to what has always been treated as the norm or the standard namely the customary division of the produce into the melvaram or the kudivaram. Elaborate quotations have been given by my colleagues from the sale proclamation and the conditions of sale of the Haveli estates particularly of the Masulipatam Zillah. The only two portions of their quotations worth referring to are clauses 18 and 20. It would be noticed that clause 18 states that purchasers of land are not considered entitled to a higher rate of waram than that inserted in the Dowl of fasli 1210 and that the purchaser

is not entitled to a higher division of produce as succeeding to the rights of Government than the rates therein specified as the Government's share. Clause 20 only provides that all purchasers of land are entitled to collect the rokkadayam or ready money collection at the rate inserted in the dowl of fasli 1210. In the latter clause there is no maximum referred to and no prohibition against enhancement while there is such a prohibition in the former. This is because so far as the waram is concerned, it is not open either to the Government or to its assignee, the zamindar to claim any share which is higher than the customary waram. In regard to the money rents however there may be circumstances justifying an enhancement and consequently clause 20 does not altogether prohibit enhancements but only contents itself by stating that the purchaser of land is entitled to collect at the rates prevailing in fasli 1210. It avoids saying that he is not entitled to collect anything more.

Even in Mr. Hodgson's report on Dindigul it was stated that the zamindar is entitled to a profit in dealings in grain where the rent may be rendered in kind and to the benefit of a change from an inferior to a superior kind of culture, arising out of a mutual understanding of their interest between the cultivator and the proprietor. It is obvious that the zamindar can be entitled to the benefit of the former only when any money rents which he may be collecting are enhanced. Enhancement is justified on the ground of a rise in the prices of the crops raised by the ryots. As to the latter again it is clear that a zamindar can get the benefit of a substitution by a ryot of more valuable crops for less valuable crops which he was previously raising on his holding only if the money rent which he was previously collecting is permitted to be enhanced on that ground. In either of the cases just referred to there would be no difficulty if the crop-sharing system prevails. If the rents are however paid in money, a need for adjustment arises in order to give the zamindar in terms of kind what is his fair and legitimate share. The very fact that even so confirmed a champion of the ryots as Mr. Hodgson had to concede the justice of an enhancement of money rents in certain classes of cases is enough to show that the conclusion of my colleagues that cash rents were fixed up in 1802 for all time cannot at all be correct. It is again noteworthy that the Board of Revenue in its proceedings, dated 2nd December 1864, conceded in paragraph 71 the validity of any agreement which may be entered into between the zamindar and the ryot subsequent to the permanent settlement. The whole of that paragraph is worth quoting. The course which in the Board's opinion the Collector ought to have followed in the case, which came up for their consideration was "to ascertain by full enquiry in each case the terms of the ryot's tenure at the permanent settlement or if that were not ascertainable, then the terms on which similar adjacent land was held, then to enquire how, if at all, those terms had been subsequently modified and how far the zamindar's present demand was justified either by the original terms of the ryot's tenure or by the condition of any subsequent mutual agreement whether express or implied or fairly inferable from long-proved practice, and to have admitted or rejected the zamindar's claim according as it was found to be within or beyond the terms either of the original tenure or of the subsequent mutual agreement express or implied." In the first place it should be noticed that the Board points out that if for any reason the terms of the tenure at the time of the permanent settlement are not ascertainable then the terms obtaining on similar adjacent land should be enforced. In referring to the terms obtaining on similar adjacent land they are not referring to the terms which obtained in respect of such lands at the time of the permanent settlement but to the terms which obtained when the dispute arose or the decision was given. Secondly it should be observed that the Board did not rule out agreements express or implied entered into between the zamindar and the ryot subsequent to the permanent settlement on the ground that they are invalid, which they certainly would be if the rent had been fixed permanently. Not only is the validity of such subsequent agreement conceded but the Board proceeds to direct Collectors who may have occasion to deal with similar disputes in future to give effect to such subsequent agreement even when the terms of the original tenure were known. The expression "agreement express or implied" occurring in this paragraph is identical with the language that was adopted in section 11 of the Rent Recovery Act against which my colleagues level considerable criticism. This quotation is however enough to show that the Rent Recovery Act faithfully laid down the law in accordance with the accepted interpretation and understanding of the rights of the parties by the Board of Revenue as set out in the proceedings which my colleagues are evidently prepared to stand by.

In dealing with the question of rents I may also refer in passing to two subjects which my colleagues themselves incidentally touch upon in Chapter IV of their report.

CROPWAR RATES.

One is the system of collecting rents which vary according to the crop raised by the ryot. At page 39 of their report my colleagues assume that cropwar rates are illegal. It may be pointed out that section 29 of the Madras Estates Land Act recognizes the

system of collecting rent at rates varying with the crop as quite legal and valid. In 36 M.L.J., 49, the Privy Council itself recognized that a contract entered into at the time when money rents were substituted for the previously existing waram to pay one rate if one kind of crop is raised and another rate if another crop is raised, would be valid and enforceable. In 43 Madras, 475, a Full Bench decision at page 484, Sir John Wallis, C.J., states that it is quite legal to collect an increased demand under and original contract to pay rent at the rate varying with the crops and he characterises it as a well-known type of tenancy. As has been pointed out in several cases the collection of different rates varying with the crops is really the working out in terms of money the old sharing-system of the country.

COMMUTATION.

There is one aspect of the law relating to rents in zamindari estates to which my colleagues have given little or no attention and that is the subject of commutation. Having regard to its importance not only in judging the validity of the conclusions arrived at by my colleagues but also in considering whether the legislative proposals which they indicate in their report are just and proper I shall deal with this question at some length. Apart from holding on what they consider to be a proper construction of the Regulations of 1802 and of certain State papers that the rents in zamindaris were permanently fixed my colleagues also seem to assume that the rents must be taken to have been fixed *at their cash value in 1802*. I say "assume" because I have not been able to find any reasons which could support the conclusion which my colleagues undoubtedly indicate in more than one place, namely, that in respect of lands which were under cultivation in 1802 the zamindars should be permitted to collect only the cash value of the rents they were deriving therefrom in 1802. It cannot be stated, and my colleagues themselves do not state, that there was in 1802 any commutation of rents. It is a matter of common knowledge that till recently rents or the bulk of the lands in zamindaris were being rendered in kind and generally by a share of the crop and that the waram system still prevails in a not inconsiderable area in certain estates in the southern districts. The fourth clause of section 4 of the Patta Regulation deals with the issue of pattas providing for the division of the produce of the land between zamindars and ryots, thus statutorily recognizing that that form of tenure was expected to continue after the Permanent Settlement Regulation and that there was nothing invalid or illegal about it. I need not labour this point, because my colleagues do not say anywhere in their report that there was or is anything illegal about the demand of the zamindars for the customary share of the crop by way of melvaram or that there was or is anything inconsistent between such a claim and the provisions of the Regulations of 1802. If then the zamindar could collect his customary melvaram, which was very often a half share, what is the justification for my colleagues stating or indicating that that half share should be commuted into its money equivalent at the prices prevailing at the time of the Permanent Settlement. While it has no doubt been stated in certain State papers that the Government or its assignee the zamindar cannot collect anything more than the customary share of the produce, it is nowhere stated that a ryot could compel the zamindar to accept its money equivalent. It has on the other hand been stated, as I shall presently show, that commutation could only be carried out when both parties agreed and that neither could enforce it against the wishes of the other and that even if they were temporarily agreed as regards the money equivalent of the customary melvaram, it was open to either party to revert to the waram system when he found the money rent unduly high or unduly low. In the Proceedings of the Board of Revenue, dated 2nd December 1864, reference is made in paragraph 55 to a judgment of Mr. Greenway as a judge of the Sudder Diwani Adaulat in Special Appeal Suit No. 15 of 1812 which arose out of a suit by a ryot in Chingleput against a zamindar for recovery of certain lands and to compel the zamindar to grant him a patta. It would be noticed that before he was appointed judge of the Sudder Diwani Adaulat, Mr. Greenway, as my colleagues themselves point out at page 61, held the high office of Secretary to the Government and was intimately associated with the revenue administration of the Company's possessions in Madras and was along with Mr. Hodgson keen about protecting the rights of cultivators against the encroachments of zamindars. Leaving out those portions of the decree in the Special Appeal, which may be irrelevant in this context, I would only set out here that part of the decree which declares in the most unmistakable terms that there is nothing like a right to insist on commutation. The decree ran as follows: "All the evidence taken regarding the assessment of the lands showed that it was not fixed but derived from a division of the produce, which must fluctuate with the season and the commutation price of which must be influenced by its plenty or scarcity." "It was not for the court to interfere in determining the rate at which the share in grain shall be commuted for a payment in money. This was a point clearly left to be settled by the parties themselves and in adjusting the rate each party would consult his own interest. When the rate shall be settled by a written agreement the courts may be called upon to enforce it." It is clear therefore that commutation was regarded as a matter of agreement between the parties and that failing such agreement it was held that it would not

be even competent for a Court to decide on it at the instance of either party. In paragraph 67 of their Proceedings the Board accept and reiterate this position and state that "when the land was assessed on grain rates or with a share in the crop any commutation into money was a matter for mutual agreement, the fact and force of the agreement being fit subject for decision by the Courts. In section 11 (3) of the Rent Recovery Act of 1865 it was provided that where rates of rent are determined in the circumstances therein set out either according to local usage or when such usage is not clearly ascertainable, then according to the rates established or paid for neighbouring lands of similar description and quality, either party may claim if they are dissatisfied with the rates that the rents be discharged in kind according to the waram, that is, according to the established rate of the village for dividing the crop between the Government or the landlord and the cultivator. In the first place this section recognizes that the ancient and immemorial system of paying or delivering rent to the landlord is the waram system and that except in cases where the parties had, by agreement express or implied, precluded themselves from reverting to the waram or where the faisal rates in respect of the concerned lands were not ascertainable it was open to either party to revert to the crop-sharing system. Secondly it should be noticed that there is no provision in the Rent Recovery Act empowering Courts of law to commute grain rents into cash rents at the instance of either party. It was the Madras Estates Land Act I of 1908 that first provided in its section 40 that a zamindar or ryot may sue before the Collector to have grain rents commuted to a definite money rent. In such a suit the Collector was directed to decide as a preliminary issue whether commutation shall be allowed and if he allowed commutation, he was directed to pass a decree declaring the sum to be paid as money rent in lieu of the rent in kind and the time from which the commutation is to take effect. In making this determination the Collector was enjoined to have due regard to the average value of the rent actually accrued due to the landholder during the preceding ten years other than famine years and certain other considerations to which it is unnecessary to refer in this context. Section 40 of Madras Act VIII of 1934 was amended so as to make it compulsory on the Collector to pass an order declaring the sum to be paid as money rent in lieu of rent in kind and taking away the discretion which the Collector previously had in deciding whether there should be commutation at all. But the Amending Act of 1934 made no change in regard to the considerations which the Collector should have due regard to, in determining the amount of money rent. It is therefore clear that there was no commutation in 1802 nor could there be such commutation without the agreement of both parties till 1908. I have already pointed out that the position taken up by my colleagues, namely, that cash rents which obtained in 1802 could not be enhanced for any reason and on any ground whatsoever, is altogether unsupportable. Assuming that the zamindar could not claim anything higher than the customary share of the crop and assuming that that was the accepted basis of the Permanent Settlement, I do not see how my colleagues are justified in stating that the zamindars are prevented from collecting by way of cash rent anything more than the commuted value of their share of the crop at the prices prevailing in 1802. When the Government fixed its peshkash, it was not prepared to take its proportion of two-thirds in kind out of the zamindar's share of the crop. It was anxious to fix the peshkash in terms of money and the zamindar's share of the crop was therefore estimated at a money value according to the prices then prevailing and the peshkash was generally fixed at two-thirds of such value. It is impossible however to regard this notional valuation of the zamindar's share of the crop as a permanent fixation of the rent he could derive. There was no prohibition express or implied against his realizing his customary share of the crop as before. There was no intention of introducing cash rents in zamindaris in the place of the existing waram system. The monetary valuation of the zamindar's share of the crop was nothing more than a step in an arithmetical process. The zamindars could, after the Permanent Settlement, and have, as a matter of fact, been realizing their share of the crop and there was, till the Madras Estates Land Act of 1908 was passed, no power either in the Executive or the Judiciary to compel them to accept money rents in lieu of grain rents. That being the correct position, I am at a loss to follow my colleagues in their conclusion which they arrive at by a curious kind of elliptical reasoning that the zamindars should be compelled to accept not the monetary value of their grain rents at the time of the commutation but the monetary value of such rents a century or more before such commutation. Nor should I fail to point out that this is a most unjust and inequitable attempt to confiscate rights in property and seriously affect the character of the Permanent Settlement. The injustice and inequity of the step proposed by my colleagues cannot be got over by making it appear as if they were merely trying to enforce what really had been done at the time of the Permanent Settlement itself. While it may perhaps be conceded that the assumption that the zamindar as the assignee of the Government is entitled to a half share of the crop, formed the basis and foundation of

those calculations which resulted in the Permanent Settlement and in that sense formed part of the Permanent Settlement, it is impossible to agree to the proposition that the enforcement of cash rents calculated at the prices prevailing in 1802 was in any sense part of the Permanent Settlement. There is no justification whatever for this retrospective commutation of rents which my colleagues are attempting to bring about under the guise of interpreting the Permanent Settlement and it is needless to add that any legislation authorizing or directing the commutation of the existing grain rents on the basis of pre-settlement prices would be hopelessly confiscatory in character notwithstanding its being clothed in the language of declaration.

CHAPTER IV.

THE RENT RECOVERY ACT AND THE ESTATES LAND ACT—THEIR SCOPE AND EFFECT.

In Chapter VI of their report, my colleagues deal with the Rent Bill of 1863 and the Rent Recovery Act VIII of 1865. In their opinion the Legislature which passed the Rent Recovery Act did not realize the nature and the implications of the permanent settlement and the Rent Recovery Act therefore marks a distinct setback so far as the rights of ryots are concerned. So far as I am sure, the Rent Recovery Act was never regarded as in any way inconsistent with the Regulations of 1802 or of 1822. Nor has any court ever held that any rights which were conferred upon ryots at the time of the permanent settlement were taken away or otherwise adversely affected by the enactment of the Rent Recovery Act. My colleagues' views as to the Rent Recovery Act are, quite novel and are opposed to the decisions of the Madras High Court both as to the supposed adverse effects of that enactment on the rights of ryots and as to the interpretation of the several clauses of its section 21. It is unnecessary to follow my colleagues into their examination of the provisions of the Rent Bill of 1863 or to discuss at any length the manner in which in their opinion the Rent Recovery Act of 1865 ought to have been worded. In the first place I shall refer to a provision or two in the Rent Bill of 1863 and to some of the recommendations of the Select Committee which sat on it and point out their significance which in my opinion my colleagues have altogether missed. Clause 10 of the Rent Bill ran as follows: "Landholders of the first class who occupied the place of Government in reference to rent and are only entitled to pay tax payable therefrom up to a portion of it, shall not levy any unauthorized assessment or tax on their ryots under any name or under any pretence. Where disputes may arise respecting rates of assessment whether in money or in kind, such rates shall be determined according to those permanently assessed on the lands in dispute or where such rates may not be ascertainable, or where such lands have not been permanently assessed according to the rates established for contiguous lands of the same description and quality as those respecting which disputes may arise; provided always that nothing herein contained shall affect the right of such landholder with the sanction of the Collector to raise the assessment upon any land in consequence of additional value imparted to it by works of irrigation or other improvement provided or procured at his own expense." While my colleagues seem to approve of the language of the Rent Bill of 1863, they see something sinister in the modification of the provisions of that Bill when the Rent Recovery Act was finally passed. It may, therefore, be useful to point out that in the very Bill which may approve there is a clear recognition of the existence of lands in respect of which there has been no permanent assessment. If, as my colleagues hold, there was a permanent fixation of rent in respect of lands at the time of the permanent settlement, there would really be no need for such a provision. Secondly, the clause just quoted also provides for the enhancement of rent no doubt with the sanction of the Collector on the ground of improvement effected at the expense of the landholder, while my colleagues are prepared to go to the extent of stating that the landholder has no right to make any improvement and claim enhancement of rent even on that ground.

Two of the three main principles enunciated by the Select Committee which went into the Rent Bill of 1863 were (1) that a division of crop between the landholder and the tenant formed the ancient basis of rent and of the local rates and this division is referred to in cases of dispute when other means of settling them to the satisfaction of both parties proved unsuccessful; (2) that landholders may arrange their own terms of rent in the case of unoccupied lands. It is clear from principle No. 1 just quoted that the crop sharing system is always to be regarded as the normal system in the collection of rent. When the dispute as to rent between zamindar and ryot cannot be otherwise settled satisfactorily, there is to be a reversion to the crop-sharing system, the exact proportion being determined in accordance with the custom of the locality. My colleagues' theory that in some implied way rents in zamindaris are fixed at a monetary value arrived at by calculating at the prices prevailing in 1802, has therefore no legs to stand upon. Again as regards unoccupied lands the Select Committee recognized the

right of the zamindar to settle his own rent without any restriction and this was only proper because the ryots had no right in waste lands except, as I shall presently point out, customary rights of grazing, etc., in certain localities. Turning to section 11 of the Rent Recovery Act, the first clause provides that "all contracts for rent express or implied shall be enforced." There is nothing revolutionary or opprobrious about this provision since as I have already pointed out, the Board of Revenue in its proceedings, dated 2nd December 1864, stated in paragraph 71 that when a dispute arises the Collector would have to enquire "into the original terms of the ryot's tenure or into the condition of any subsequent mutual agreement whether express or fairly inferable from long-proved practice and would have to admit or reject the zamindar's claim according as it is found to be within or beyond the terms either of the original tenure or of the subsequent mutual agreement express or implied." It is the language of the Board that was copied in sub-section (1) of section 11 and if my colleagues quote the proceedings of the Board with approval, I should have thought they should not find anything objectionable in a provision which is based on the Board's Proceedings and which repeats the Board's language word for word. A full Bench of the Madras High Court consisting of Sir Charles Turner, C.J., Mr. Justice Muthuswami Ayyar and Mr. Justice Hutchins closely examined the provisions of the Rent Recovery Act, the Board's Proceedings just referred to and the letter from Mr. Carmichael, Collector of Vizagapatam, to which particular reference was made by the Board in those proceedings and after setting out the above passage and other passages, stated in the clearest possible terms that "there can be little doubt that the advice of Mr. Carmichael and the opinion of the Board of Revenue suggested the provisions of section 11 of the Rent Act." In interpreting the words "implied contract" their Lordships point out that "payment of rent in a particular form or at a certain rate for a number of years is not only presumptive evidence of the existence of a contract to pay rent in that form or at that rate for those years but it is also presumptive evidence that the parties have agreed that it is obligatory on the one party to pay and on the other to receive rent in that form and at that rate so long as the relation of landlord and tenant may continue."

Consistently with their theory that the rents in zamindari areas were fixed permanently in 1802, my colleagues would construe sub-section (1) of section 11 as not applying to occupancy ryots. It is, however, impossible to accept this interpretation and the definition of the term landholder clearly includes all persons holding under a sanad-i-Milkiyath-i-Isthimarar and the term tenant includes all persons who are bound to pay rent to landholder. And when there is nothing in sections 8, 9 or 10 to limit their application to non-occupancy tenants and when section 11 is clearly contemporaneous with sections 8, 9, 10 to which it refers in its first paragraph it is impossible to agree with the conclusion of my colleagues that section 11, sub-section (1), does not apply to occupancy rights. I can without hesitation state that the said sub-section has never been interpreted as being inapplicable to occupancy ryots and has on the other hand been applied to them in cases without number ever since the enactment of the Rent Recovery Act till its repeal in 1908. If this sub-section is to be applied to occupancy ryots, the words "contracts for rent" according to my colleagues must be understood as referring to the contract entered into at the time of the Permanent Settlement in 1802. No reason is, however, vouchsafed as to why a contract which is subsisting at the time when the dispute arises should be ignored in the search for a contract which existed at the time of the Permanent Settlement. The contracts entered into subsequent to Permanent Settlement are perfectly valid and enforceable, the Board itself stated in its proceedings in 1864. That in the absence of an express contract a contract can be implied from a long course of conduct is stated by the highest judicial authority in the country. My colleagues are frank enough to state that the courts of law when they were asked to interpret it were led into mistakes in the beginning. It would seem, however, that the so-called mistake persisted throughout because I am not aware when the Madras High Court ceased to interpret sub-section (1) of section 11 of the Rent Recovery Act as being applicable to ryots with rights of permanent occupancy. My colleagues further point out that the word "contract" in that sub-section is not used in the sense in which that word is used in the Indian Contract Act which was passed subsequent to the Rent Recovery Act. But there is nothing new in the idea or conception of contracts and even before the law of contracts was modified in India, contracts existed and were being enforced both in England and in our country. The word "contract" has always been used in the same sense whether before or after the passing of the Indian Contract Act and I am therefore unable to follow my colleagues when they say that the word "contract" in that sub-section must be understood in a sense different from that in which it is used in the "Indian Contract Act." As regard sub-section (2) of section 11, my colleagues state that it can only apply to ryotwari lands as there was no survey of lands in any zamindari before 1859. This seems to be an inaccurate statement as there was survey in certain zamindari areas, for instance, in a portion of the

zamindari of Kannivadi (2 Madras High Court Reports, 23) and in the Namakkal taluk, which was at one time in the Salem district, subsequently in the Trichinopoly district and now again in the Salem district. Vide 13 Madras, 479, and 7 Law Weekly, 376. Sub-section (2) refers to what have been described as *faisal* rates and enjoins that those rates should be decreed in the absence of a contract express or implied. As regards sub-section (3) it directs that if sub-sections (1) and (2) are inapplicable, the rates of rent shall be determined according to local usage and when such usage is not clearly ascertainable then according to the rates established or paid for neighbouring lands of similar description and quality. My colleagues read the word 'usage' as referring to the usage prevailing in the year previous to the Permanent Settlement and "neighbouring rent" as meaning neighbouring rents as they prevailed in the years previous to the Permanent Settlement. This, I must submit, is reading into the section words which are not there and over-riding the clear language of the section so as to fit in with a pre-conceived theory.

In 6 Madras High Court Reports, 239, Scotland, C.J., and Mr. Justice Innes held that the words "according to rates established or paid" occurring in clause 3 of section 11 import clearly the power to determine the rate of rent in accordance with either the general rate at which neighbouring lands of a similar kind are let, or where the rents of such lands vary, the rates at which the rents were *actually paid* by tenants of such lands. The section in the Bengal Tenancy Act similar to section 11, clause 3 of Rent Recovery Act had to be construed in 21 Calcutta, 986, in which O'Kinealy and Hill, J.J., held that the words must be understood as referring not to the average rate of rent but the rate *actually paid and current in the village* for lands of a similar description with similar advantages. My colleagues' contention that clause 3 was not intended to apply to occupancy ryots is as unsustainable as their contention that clause 1 is not intended to apply to them.

Rents of Waste Lands.

Turning to clause 4 which clearly declares that it shall be lawful for landholders to arrange their own terms of rent in the case of immemorial waste lands and of lands unoccupied either through default or voluntary resignation, my colleagues try to get over the obvious meaning of those words by putting a very peculiar construction upon the proviso which runs as follows:—

"Provided that nothing in this rule shall be held to affect any special right which by law or usage having the force of law is held by any class or person in such waste or unoccupied land."

One would have thought that the object of the proviso was to protect any customary rights by way of grazing, etc., which the ryots may have in the waste lands of the village so that the zamindar's right to dispose of those lands is to that extent curtailed. My colleagues, however, have a curious theory that one at one time the waste lands belonged to the village community and though even according to them that unity, if it ever existed, was split up by the introduction of the ryotwari system, the waste lands are still in some unintelligible way the property of the ryot. When my colleagues speak of the waste lands being the ryots' own exclusive property, it is really difficult to understand which particular ryot's property the waste land is to be deemed to be. The rights of the zamindars in respect of waste lands were conceded at the time of the Permanent Settlement. The Select Committee which sat on the Rent Bill of 1863 stated it as a cardinal principle of the Rent Law that a zamindar was at perfect liberty to fix up any rents in respect of waste or unoccupied lands which are completely at his disposal. The recommendation of the Select Committee was intended to be given effect to in clause 4 of section 11 with a proviso added by way of abundant caution that the rights of grazing and similar rights were not intended to be confiscated. If the theory of my colleagues that the special right that is contemplated by the proviso to clause 4 of section 11 is that imaginary inchoate and undefinable right which the village community at one time had and which individual ryots succeeded to after the establishment of the ryotwari system, then clause 4 will be absolutely meaningless because the proviso would render the clause itself infructuous and there would be no waste lands in respect of which the zamindar can settle his own terms of rent. That, however, would be the result of the strange and strained construction put upon the proviso by my colleagues.

Another equally curious and equally unsustainable construction suggested in my colleagues' report may now be adverted to. They say that the waste and unoccupied lands referred to in clause 4 of section 11 are only those waste lands or unoccupied lands which had not been taken into account at the time of the Permanent Settlement and upon which the upper limit of the rent had not been permanently fixed. According to 40 Mad. 886, P.C., every bit of waste land in an estate passed to the proprietor under the Permanent Settlement and so far as I am aware it is not possible to divide waste lands

in an estate into those which were taken into account at the time of the Permanent Settlement and those which were not. Nor is it possible to agree with my colleagues in stating that in respect of some of the waste lands the upper limit of the rent had been fixed. In the calculations which formed the basis for the fixation of the peshkash at the time of the Permanent Settlement the rents of waste lands did not come in at all and no rents were then fixed.

Still a third construction of clause 4 is suggested at page 82 of the Majority Report and that is, that that clause would apply only to the second class of landholders and not to the first class. There is no such differentiation in clause 4. The word landholders is defined as comprising both the classes and since that word is used in clause 4 without any qualification, it must be taken that it applied as much to the one class as to the other. None of the constructions suggested by my colleagues has ever been accepted or enunciated in any decision. On the other hand the words in clause 4 and other clauses have received their natural and grammatical interpretation and have been applied without any question. The contracts entered into by the zamindars and other landholders of the first class in respect of waste and unoccupied lands in their estates stipulating rents which were very often higher than the rents obtaining in respect of occupied lands were enforced without any difficulty.

In dealing with the Estates Land Act my colleagues first address themselves to the question of rights in waste lands. Elaborate quotations are made from the discussions which preceded the passing of that Act. The controversy which was raised in the course of the speeches of the Hon'ble Mr. V. C. Desikachariyar and the Hon'ble Mr. Forbes did not, as my colleagues assume, relate to any proprietary right of the ryots in the waste lands. The proposal of the Hon'ble Mr. V. C. Desikachariyar was that the zamindar should be at liberty to convert waste lands into home-farm or kamatam lands so that after actual cultivation of those lands for a certain number of years he may be at perfect liberty to let them out to tenants on his own terms without those tenants acquiring occupancy rights in them. As was pointed out by the Hon'ble Mr. Forbes, this would lead to considerable extension of the home-farm land and as ryoti lands are surrendered by the ryots or purchased by the landholder for arrears of rent due to him there would in course of time be a considerable diminution in the total extent of ryoti land in the village. It was therefore quite conceivable that if the zamindars were permitted to convert all waste and unoccupied lands into home-farm lands the entire village may at some time cease to be held on occupancy tenure altogether. It was that result that the Government of India in the despatch which is quoted at page 91 and the Hon'ble Mr. Forbes in his observations which are set out at pages 91 and 92, stoutly opposed. The result, therefore, is that so long as the waste land is cultivated by the zamindar with his own agricultural establishment there is nothing preventing him from doing so. If however he submits any ryot to possession of such lands the ryot would get occupancy rights just in the same way he would have occupancy rights in lands previously cultivated by him. The Hon'ble Mr. Forbes stated in more than one place that no ryot could enter upon the waste land in the village without the permission of the landholder and that the right of distributing waste land to the cultivators is that of the zamindar and of nobody else. That is why section 163 of the Estates Land Act provided that a person who occupied ryoti land without the permission of the landholder, would be liable to be ejected by a suit in a civil court and will also be liable to pay damages under section 45. The right of the zamindar to collect premium from the ryot whom he may admit to possession of ryoti land at his disposal is expressly recognized in section 25 though it was provided that whatever premium is to be paid must be realized before the ryot enters upon the land so that the ryot may not be burdened with the payment after he is admitted. As to the rent leviable from ryots newly admitted to possession of waste lands section 25 again makes it clear that the zamindar can collect rent at a rate not exceeding the rate prevailing for similar lands with similar advantages in the neighbourhood, or if such rate is not ascertainable at such rate as the Collector may on application decide to be fair and equitable. The primary test or standard is the rate that is being actually paid in respect of neighbouring lands of the same fertility, not rents which obtained a century ago. While I agree with my colleagues that the Hon'ble Mr. Forbes was definitely against the conversion of waste lands into private or home-farm lands and was in favour of the recognition of occupancy rights in waste lands newly brought under cultivation subject to the provisions in regard to old waste, which have now been deleted by Amendment Act VIII of 1934, I cannot agree in their conclusion that it is not open to zamindars under the Estates Land Act to settle for such waste lands any rents which may be higher than the rents fixed at the time of the Permanent Settlement on cultivated lands. The only upper limit imposed by section 25 of the Estates Land Act is the rent obtaining at the time when the dispute may arise in respect of similar lands with similar advantages in the neighbourhood. In dealing with the provisions of Patta Regulation XXX of 1802 and section 11 of the Rent

Recovery Act, I had occasion to point out that the liberty of the zamindar to enter into any agreement he pleased in respect of waste and unoccupied lands was altogether unfettered and that in the absence of any agreement express or implied in respect of such lands, if a dispute arose, the court which was called upon to decide that dispute had to fix the rent payable in respect of such lands at a rate not exceeding the rates of rent then obtaining in respect of similar lands with similar advantages in the neighbourhood and that the upper limit was not as held by my colleagues the rates of rent obtaining in respect of similar lands at the time of the Permanent Settlement. I have already given my reasons for coming to that conclusion, the most important being that the contrary conclusion would be opposed to the clear and unqualified language of those provisions which, if construed according to their natural and grammatical meaning, do not admit of any such qualifications as my colleagues seek to engraft on them. I may in this context point out what exactly has been the legal position of the zamindars in respect of waste and unoccupied lands since the time of the Permanent Settlement. No better or clearer statement of the manner in which waste and unoccupied lands were intended to be dealt with at the time of the Permanent Settlement and how the authorities who were responsible for the Permanent Settlement intended to place them at the absolute disposal of the zamindars and give them the full benefit of the consequent augmentation of revenue can be found than the Instrument of Instructions issued to the Collectors in 1799. Paragraph 27 of the said Instructions ran as follows:—

“ It is well-known that in the Circars there are very extensive tracts of uncultivated, arable and waste lands, forming part of every zamindari. These are to be given up in perpetuity to the zamindars free of any additional assessment with such encouragement to every proprietor to improve his estate to the utmost extent of his means, as is held out by the limitation of the public demand for ever, and the institution of regular judicial courts to support him in all just rights, whether against individuals or the officers of Government who may attempt in any respect to encroach upon them. The advantages which may be expected to result in the course of progressive improvement, from these lands, will or ought to put the zamindar upon that respectable footing as to enable him with the greatest readiness to discharge the public demand, to secure to himself and his family every necessary comfort, and to have besides a surplus to answer any possible emergency.”

In his book on Land Tenures Baden Powell has the following passage:—

“ The right of the State to waste or unoccupied lands was never disputed. Such land was at the disposal of the Ruler to do what he liked with; in short was the property of the State.”

The Resolution of the Board of Revenue, dated 25th May 1808, which prescribed what leases could be entered into by farmers laid down the following conditions: “ You will engage not to demand a higher *tirva* for lands under cultivation than was established by survey in consideration whereof you are declared to be at liberty to make such arrangements with your ryots for the cultivation of all waste lands as you may mutually agree upon.” The contra-distinction between lands under cultivation and waste lands is noteworthy. So far as the latter are concerned, no limit was imposed in regard to the assessment leviable on them. In 1852 and again in 1893 the Government acknowledged the absolute rights of the zamindar over waste lands (*vide Sloan's Judicial and Revenue Code*, page 164).

In a minute, dated 8th January 1880, Sir Richard Garth, Chief Justice of Bengal, stated as follows (see *Calcutta Gazette*, of 21st July 1880, page 386). “ By the Permanent Settlement the zamindars were left free by the legislature to let their unoccupied lands to ryots upon whatever rents they thought proper. They had almost as much freedom in that respect as landlords have in England. The terms on which they let the lands were a matter of contract; and the principle of demand and supply (whether of ryots or land) usually regulated their terms.”

Dr. Field in his work on “ Landholding ” at page 556, says: “ In order to understand the process of rent-raising which had gone on in the Lower Provinces of Bengal ever since the Permanent Settlement, there must be two circumstances which must be grasped and borne in mind. The first of these circumstances is that at the time of the Permanent Settlement a large portion estimated by Lord Cornwallis at one-third, at one-half by others and by some at two-thirds of the land capable of cultivation was waste and probably was never otherwise. The zamindars had undoubtedly the right to settle these lands upon their own terms. Population increased enormously during the peaceful times introduced by the British rule and large tracts of land were rapidly reclaimed and brought under cultivation.”

The principles that in regard to the waste lands the hands of the zamindar should be unfettered was recognized on every occasion when tenancy legislation was introduced.

Section 15 of Regulation XXX of 1802 empowers the proprietors to make contracts in respect of waste lands at their discretion.

In laying down the principles on which the assessment should be fixed the Select Committee on the Bill which ultimately became Madras Act VIII of 1865 made a distinction between the principles to be adopted in respect of occupied lands and those to be adopted in respect of unoccupied lands. With reference to unoccupied lands it was clearly stated that landholders may arrange their own terms of rent. Section 11, sub-section 4 of Act VIII of 1865 gave effect to the recommendation of the Select Committee and provided that "in the case of immemorial waste lands and all lands left unoccupied either through default or voluntary resignation it shall be lawful for landholders to arrange their own terms of rents." Various decisions of courts have also clearly laid down that the zamindar is the absolute owner of waste lands. Reference may be made particularly to 3 Knapp, 23, 26 Mad., 252 and 40 Mad., 886.

It would thus be seen that the Madras Estates Land Act itself curtailed the rights of landholders in two ways, firstly, by prohibiting the collection of any premium after the ryot is admitted to possession of waste lands and secondly by providing that the landholder should not collect rent at a rate higher than that obtaining in respect of lands of equal fertility and advantages. That being so, my colleagues are not at all justified in regarding the provisions of the Estates Land Act as having been in any way prejudicial to the interests of the ryots in respect of this matter. I have again no hesitation in stating that any attempt further to curtail the rights of zamindars in respect of waste lands would be clearly confiscatory in character.

Turning to the provisions of the Estates Land Act dealing with enhancement of rents the reasoning of my colleagues is opposed to the accepted interpretation of those sections and is not a little inconsistent. Dealing first with the provision in section 30, sub-section 1, which provides that rents can be enhanced on the ground of a rise in the average local prices of staple food crops, my colleagues state that this provision cannot possibly apply to the lands which were cultivated in 1802 nor even to the lands that have since been brought under the plough and that the only class of lands to which this section can possibly apply are lands which under the definition (now repealed) contained in the Estates Land Act I of 1908 were old waste. Proviso (a) to section 30, sub-section 1, which states that the provision as to enhancement of rents on the ground of a rise in prices shall not apply "if the rent be permanently payable at a fixed rate or rates" constitutes, in the opinion of my colleagues, a clear exclusion from the scope of sub-section 1 of section 30 of those lands which were cultivated in 1802 and of the lands which have since been brought under cultivation, because according to the theory of my colleagues the rents in respect of both those classes of lands were unalterably fixed in 1802 itself. If that were the correct position, one would have thought that there is no need for any amendment of section 30, sub-section 1, at all. If the language of the sub-section is clear and if on its proper interpretation it is not at all applicable to lands other than old waste lands, I for one am unable to see why there should be any amendment at all of that sub-section. My colleagues however propose that it should be altered on reasons which do not at all seem to me to be clear. I must, however, point out that this interpretation of section 30, sub-section 1, has never been put forward and in all these thirty years that the sub-section has been in operation it has always been held without any question or doubt to be applicable to ryots having permanent rights of occupancy. There can be no doubt that Mr. Forbes proceeded on the assumption and intended that it should apply to ryots possessing occupancy rights in zamindari areas just as he intended that the corresponding provisions regarding reduction of rents should apply to them. There is nothing new in the principle of adjustment of rents in accordance with the rise or fall in prices. It is equitable and it has its origin in the fact that the ancient and immemorial system of rendering rents in this country was that of dividing the crop into the landholder's share and the tenant's share. At the time of the substitution of cash rents for the sharing system the zamindar and the ryot would have proceeded on the prices then prevailing. When the prices rise, that amount of rent would cease to represent the zamindar's legitimate half share just in the same way that it would tell oppressively upon the ryot and would represent more than the legitimate half-share of the zamindar when prices fall. The provisions relating to the enhancement and reduction of rents in the Estates Land Act seek to bring about an adjustment of rents in such circumstances under the scrutiny of courts and lay down elaborate principles for guiding the discretion of the courts in decreeing enhancement or reduction of rents. They also impose the maximum limit by providing in section 30, sub-section 1,

clause (b), that in no circumstances should the enhancement exceed 2 annas in the rupee. A further safeguard is provided in section 35 which lays down "that notwithstanding anything contained in sections 31 to 34, the Collector shall not in any case order any enhancement which is under the circumstances of the case unfair or inequitable." It is unnecessary to point out that the conclusion of my colleagues that section 30, sub-section 1, does not apply to occupancy ryots whether of lands originally cultivated at the time of the Permanent Settlement or subsequently brought under cultivation rests on their other conclusion that the rents in zamindari areas were permanently fixed in 1802. If the latter reasoning is fallacious, as I have attempted to show previously, the former would fall with it. It may also be pointed out that in respect of old waste lands to which alone in the opinion of my colleagues section 30, sub-section 1, is applicable there is no need for the zamindar to resort to that provision since it was open to him to settle his own rents in respect of old waste lands and when he desired to enhance the rent payable in respect of any old waste lands there was a special procedure laid down in sections 47, 48 and 49 which are much more favourable to him than the provisions in section 30, sub-section 1. It may also be pointed out that section 49, sub-section (2) (now repealed) provided that in determining whether any and what enhancements shall be allowed, the Collector shall be guided by the provisions of sections 30 to 37 of this Act, thereby clearly indicating that sections 30 to 37 were intended to apply to lands other than old waste lands and that the principles which were to be followed by the Collector in deciding what fair and equitable enhancement he can allow in the case of old waste lands are the same as those which are laid down for ryoti lands in sections 30 to 37. This again, in my opinion, would show that my colleagues' construction of section 30, sub-section 1, as applying only to old waste lands is altogether erroneous.

I am unable to follow the reasoning of my colleagues in respect of clause 2 of section 30. Section 13 provides that if both the ryot and the landholder wished to make some improvement, the ryot shall have the prior right to make it, unless it affects the holding of another ryot under the same landholder in which case the landholder shall have the prior right. In the case last contemplated or where the ryot does not carry out the improvement and the improvement is carried out by the landholder, section 30, sub-section 2, provides that the landholder may apply to the Collector for enhancement of rent on the ground that during the currency of the existing rent, the productive powers of the land were improved by reason of an improvement effected by him or at his expense. It has been held and it is certainly undoubted law that even if such an improvement is carried out by a landholder the parties cannot under the Estates Land Act *agree* to an enhancement of rent. Such an enhancement would be invalid as opposed to section 24 which prohibits all enhancements except as provided by the Act. In order to obtain an enhancement therefore on the ground that he has expended money on an improvement by which the ryot has materially benefited, the landholder has to make an application to the Collector which has to be disposed of in the manner and having regard to the considerations set out in section 32. I am unable to see what is inequitable in a provision like this read along with section 13. There is nothing preventing a tenant from effecting an improvement if he is so minded, but if he does not and the landholder effects the improvement by which the productive powers of the land are materially increased, why should not the landholder get some return for his money? What return he should get is not a matter left to his discretion nor can it be the subject of a contract assuming for a moment that a ryot would be unable to safeguard his own interests in entering into a contract with the zamindar. The Collector alone would determine the amount of the enhancement which the landholder could legitimately claim. I should have thought that these provisions are helpful as much to the ryot as to the zamindar and would induce the zamindars to invest moneys in the improvement of their estates to the mutual advantage of themselves and their ryots.

I find it again impossible to follow the reasoning of my colleagues in respect of clause 3. Speaking with great respect it seems to me that they are mixing up the question of keeping existing irrigation works in proper repair with that of effecting improvements. So far as the zamindar's obligations in respect of irrigation works are concerned, it has never been held that the zamindar is under a legal obligation to improve the existing irrigation works or to start new irrigation works though he might find it advantageous for himself to do so. His obligation is only to keep existing irrigation works in good repair. There can therefore be said to be no default on his part if he does not effect any improvements. In such cases therefore if the Government execute a work of irrigation or other improvement in the first instance and the landholder is subsequently called upon to pay an additional revenue or rate to the Government in consequence of the improvement so effected, there is no reason why the zamindar should not recover the amount which he has been called upon so to pay from the ryot who is really the person benefited

by the improvement concerned. That is all that section 30, sub-section 3, and section 33 provide for. Section 33 makes it quite clear that where an enhancement is claimed under section 30, clause 3, the rent may be enhanced by the sum or proportionate part of the sum which the landholder has lawfully to pay to Government on account of the improvement made by them. The zamindar cannot therefore in the case contemplated, make a profit for himself. He simply passes on the burden of the additional charge to the ryot who alone is benefited by the work of irrigation or other improvement executed at the expense of the Government. There is nothing inequitable in it and had it not been for the fact that the Government looks to the zamindar in the first instance for the realization of the additional revenue or rate which it may impose when such a work of irrigation or other improvement is effected, there is no need at all for this rather circuitous procedure and the Government could itself directly collect from the ryot the extra charge. It is curious that even a harmless provision like this should be regarded with suspicion by my colleagues.

My colleagues' criticism of clause 4 of section 30 is again unwarranted. This provision should be read along with clause (a) of sub-section 38. While section 30, sub-section 4, provides that a landholder may apply for enhancement of rent on the ground that the productive powers of the land held by the ryots have been improved by fluvial action, section 38, sub-section 1, clause (a) provides for the contrary case of the ryot applying for reduction on the ground that the soil of the holding has, without his fault, become permanently deteriorated by a deposit of sand or other specific cause sudden or gradual. If the varam system had continued, there would have been no necessity for the one provision or the other. In such a system it would not have mattered whether the yield increased or diminished. The zamindar and the ryot would each take his legitimate share. There is no need for a fresh contract or for the intervention of a court for an adjustment of their rights. With the system of cash rents however substituted for the ancient varam system it becomes necessary to provide for the participation by the landholder in the extra benefit derived by the increased productive powers of the land by fluvial action in the manner provided by section 30, sub-section 4, while in the case of a deterioration of the soil of a holding for nobody else's fault there is again necessity for an adjustment in the manner provided in section 38, sub-section 1, clause (a).

While my colleagues state that section 30 must go, I do not find them recommending that the provisions regarding reduction of rent should likewise be deleted. It seems to me, to say the least, inequitable to retain the provisions regarding reduction of rent while repealing the sections relating to enhancement of rent. If the legislature decides that the rents now existing should be permanent for all time and that the landholder or the ryot should have the profit or bear the loss which may be occasioned hereafter by reason of a change in prices or any of the other causes set out in sections 30 to 39, it is open to it to repeal all these sections. But it is rather strange that my colleagues should single out the provisions relating to enhancement of rent without even a passing reference to the provisions concerning reduction of rent.

I have already had occasion to deal with the subject of commutation at great length. My colleagues remark in respect of sections 40 and 41 of the Madras Estates Land Act that it is difficult to understand why they were introduced and that they must go out of future legislation as they stand. The result of the repeal of sections 40 and 41 would however be that except if both parties agree there can never be any commutation of rents. That was the state of things prior to the enactment of the Madras Estates Land Act. The Rent Recovery Act did not provide any procedure whereby either the zamindar or the ryot could get grain rents commuted into money rents. The inconvenience of the absence of such procedure was felt, and sections 40 and 41 of the Estates Land Act are the outcome of it. As I stated previously the Board of Revenue and the Sudder Diwani Adaulat recognized that neither the zamindar nor the ryot could compel the other to pay or receive cash rents in substitution of the existing grain rents. I am also unable to follow the inconsistency which my colleagues see between sections 30 and 40. According to them it is such a glaring inconsistency that they can only explain it on the footing that one person was engaged in drafting section 30 while a different person was engaged in drafting section 40 without knowing what the other had done. According to them sections 40 and 41 must be repealed and the principles of sections 7 and 9 of Regulation XXX of 1802 should be re-enacted. In their opinion those sections provide for commutation of varam rate into money rate at the price levels which prevailed at the time of the Permanent Settlement. There is not a word in either section about substitution of cash rents for grain rents and no procedure is laid down for such substitution, much less is there any reference to the price levels of 1802. On the other hand as already pointed out the fourth clause of section 4 of the patta regulation clearly contemplates the continuance of the system of division of produce of the land after 1802 and proceeds to lay

down elaborately the contents of pattas which are to be issued in respect of lands subject to that tenure. My colleagues speak of the iniquity of fixing the price levels of commutation at the rate prevailing at the date of the dispute. There may be some scope for legitimate complaint if the averages that are provided in section 40 represent the averages of peak years and no exception can be taken by the zamindars to any amendment directing that a much longer period than now should be taken into consideration so that the average price for commutation purposes may not turn out to be the average of a period during which the prices may be exceptionally high. The mere fact that owing to an exceptional slump in prices since 1929 the average prices which were adopted as the basis of commutation in certain cases have proved to be rather oppressive to ryots, does not mean that any case has been made out for the repeal of the commutation sections altogether. It may only show some necessity for amendment of section 40 so as to provide either for a revision of the commutation prices so fixed within a period shorter than the 20-year period provided in section 41 or by providing for the comparison of the prices of a much longer period than is enjoined by section 40. I would however with great respect finally point out that it would really be an iniquity if rents are now commuted on the basis of the prices which obtained in 1802.

One word as to premiums. If waste and unoccupied lands are at the disposal of the zamindar, it necessarily follows that he can collect a premium from any ryot whom he may admit into possession of such waste lands. In order to see that a ryot does not agree to pay a heavy premium which would have the effect of crippling his resources altogether and in order to prevent its becoming a burden on the land, section 25 of the Estates Land Act provides that whatever premium is stipulated for should be received before the ryot is admitted to possession and that no contract to pay any premium is enforceable after the ryot is admitted. That section also provides that the rent that may be fixed in respect of such waste and unoccupied lands should not exceed the rents obtaining in respect of similar lands with similar advantages in the neighbourhood. This is a provision which safeguards the legitimate rights of both parties. My colleagues refer to the absence of any provision empowering the landholder to collect premiums in the Rent Recovery Act. There is nothing in the Rent Recovery Act which prevented the collection of any such premiums. In fact while the Rent Recovery Act was in force, there was no objection even to a landholder making a portion of the premium payable even after the ryot is admitted to possession of the land. The Estates Land Act therefore should not be regarded as a retrogression from the point of view of the ryots' rights. It marks a distinct advance in this as in other respects and to the extent that it recognizes the right of the zamindar to stipulate for and collect a premium before admitting a ryot to possession of waste and unoccupied land, it carries out faithfully the policy underlying the Permanent Settlement whereby the zamindar was constituted full proprietor of the waste lands to dispose of to his best advantage.

CHAPTER V.

NO CASE FOR A GENERAL REVISION OF RENTS.

I have so far attempted to point out what exactly has been the legal position in the matter of rents between zamindars and their ryots since the time of the Permanent Settlement. My conclusions are based not only upon the language of the several regulations and statutes which have been passed from the time to time, but also upon their accepted interpretation as stated in the decisions of the highest courts of country. I have also pointed out that there is nothing unfair or inequitable about the provisions of the Madras Estates Land Act as assumed by my colleagues. Even assuming for the sake of argument that there was a permanent fixation of rent at the time of the Permanent Settlement, the right of ryots to insist upon the collection of rents only at the rates prevalent in 1802 and no more is lost and extinguished by long lapse of time. Pronouncements of the highest judicial authorities and the course of legislation during all this period of about a century and a half have recognized and proceeded on the footing that there was no such fixation. Consistently with those decisions and legislation custom and usage throughout all this period has recognized the right of the landholders to make new and necessary adjustments in the cash rents from time to time even if, as a consequence of such adjustments, the rent level of 1802 is exceeded. New rights have arisen by long enjoyment, custom and prescription. In my opinion therefore it is no longer open to the Committee to resuscitate rights which have been extinguished by prescription on the basis of an absolute legal theory assuming that that theory is correct. In view of all that has happened during the last hundred and thirty and odd years, I should think that an enquiry into the fundamentals is not now permissible. We must proceed on the footing that what took place since the Permanent Settlement has properly and legally taken place. If longstanding enjoyment and usage are to be ignored and an enquiry is to be made into what was or is believed to have been the basis of the rights of the parties

in the remote past there can be nothing like security of property or quietude of titles. This itself I would regard as a sufficient reason for avoiding an investigation into the jural relationship real or conceived of zamindars and ryots at the time of the Permanent Settlement. I should not however be understood as conceding the correctness of the legal theories of my colleagues or as trying to avoid a discussion of those legal issues which my colleagues have so elaborately dealt with. As I have already pointed out, the landholders have nothing to fear from an enquiry into those issues as the conclusions and the assumptions of my colleagues in regard to them have no merit except that of novelty. It seems to me that the real and only question which the Committee has to face is whether a case has at all been made out for legislative interference on any wide scale. Since there is an absolute prohibition against enhancement in section 24 of the Madras Estates Land Act it can be stated with certainty that the rents that are now obtaining have been current for at least thirty years. In many estates the rents that are now being collected have been in existence without any challenge for about fifty years. The ryot witnesses in zamindaris from Trichinopoly and Salem districts admitted before us that there has been no alteration of rents in the zamindaris to which they belonged from the time of the paimash. Witnesses from Tanjore district who came mostly from one or two out of 200 villages comprising the palace and chattram estates admitted that the sharing system has been obtaining there from the time of the Permanent Settlement, though in some cases for the convenience of the landholder and the ryot temporary arrangements have been entered into either for one year or three or five years providing for cash rents on the basis of the prevailing prices of grain or the prices published by the Government. The Tanjore witnesses no doubt complained that on account of this yearly or periodical commutation there is an increase in cash rent. This variation however is inevitable. So long as the market prices of foodgrains vary, it is a mistake to describe this as in any real sense an enhancement of rent. The amount in terms of money may no doubt be high but in order to pay that amount the ryot is not parting with more than the half share of the crop which the melvaramdar is entitled to. Moreover since the arrangement is only temporary it is always open to the ryot to go back to the varam system. One noteworthy feature of the evidence of these witnesses is that they frankly admitted that the so-called enhancements that they complained of, were never held to be invalid by any court, that their lands fetched good prices when sold and that they are in several cases let out to undertenants, leaving a fair profit to the ryot. The witnesses for landholders examined at the Trichinopoly centre stated that in many villages in the zamindaris in Tanjore and Salem districts the prevailing rates are lower than those in the neighbouring Government villages. A similar thing was stated by the witnesses examined on behalf of the ryots themselves as regards the zamindaris in the Madura and Ramnad districts with the exception of a few villages. The witnesses examined at the Madura centre also admitted that the rents that are being collected whether in the shape of varam or cash have remained the same from before the Permanent Settlement and in most cases without any challenge in any court of law. Complaint was no doubt made that the half-share of the landlord though it has been in existence from before the Permanent Settlement, is high and that in some parts of the Tinnevely district where it was converted into cash rent at the market rates prevailing at the time of commutation, the commuted rate has, by reason of the abnormal fall in prices in subsequent years, worked out at more than half the share of the produce. This however may justify a fresh commutation of rent at the present market rate or a reduction of rent under the appropriate sections of the Madras Estates Land Act. But that does not, in my opinion, call for or justify a wholesale amendment of the Estates Land Act.

If one has regard to the fact that the system of varam was very widely prevalent at and before the Permanent Settlement and that it continued till very recent times when commutation was effected either by agreement between parties or through the intervention of the courts and when one has regard also to the fact that no ryot among the innumerable witnesses examined at our several sittings has been able to point out that the rent that he is paying is in excess of half the gross yield of his holding, one must inevitably come to the conclusion that there is no enhancement of rent if those words are properly understood over what obtained at the time of the Permanent Settlement. I do not for a moment suggest that there should be a resort to the sharing system even in those cases where parties have permanently substituted the visabadi or the cash rent system nor am I suggesting that the Estates Land Act should be amended so as to enable the landholder to demand the half-share of his gross produce or its money equivalent when a lower cash rent is obtaining and is being collected by him in permanent substitution of the varam system. The zamindars do not desire to be harsh or oppressive towards their ryots. My anxiety is only to point out that the provisions of the Estates Land Act do not, except in minor matters, need any revision or amendment and that they are on the whole fair to all interests and parties.

In view of the vague statements which were being freely made before us by the ryot-witnesses that the rents are oppressive one would have expected them to prove by the production of facts and figures that the ryots' interest is worth little or nothing. Not only have such facts and figures not been produced but we had placed before us very valuable material furnished by sale-deeds evidencing sales, of ryoti holdings and leases granted by zamindari ryots to their undertenants, which clearly show that the ryots' interest has good sale-value and that when a ryot leases out his holding to an undertenant, he has a fair margin of profit after paying the rent payable to the zamindar. This, in my opinion, is the strongest and clearest refutation of the charges made without any foundation regarding the burdensome and oppressive character of the rents obtaining in zamindari estates. And in view of this evidence it seems to me that no case at all has been made out for a wholesale revision of the Estates Land Act, though I am prepared to concede that a few amendments of a minor character may be made to provide relief in those cases where rents were enhanced or commuted according to decrees of courts on the basis of the prices prevailing at the time of such enhancement or commutation but which by reason of a phenomenal fall in price since 1930 have been pressing rather heavily upon the ryots. It is unnecessary for me to refer to the large mass of wild and reckless allegations made against individual zamindars or their agents. The very recklessness and extravagance of such allegations carry a ring of falsehood with them. Few, if any, of those allegations have been proved to our satisfaction and in any event it is no part of the duty of this Committee to listen to or to investigate the truth of these private complaints. The question is not whether the rents obtaining in zamindaris are higher or lower than the rents obtaining in adjoining Government areas. Though a good deal of the evidence seems to have proceeded on a comparison of the two, it seems to me that the comparison is irrelevant. There are instances where the zamindari rents are lower than the rents in adjoining areas just as there are instances the other way. The existence of higher rents in zamindari areas than in the adjoining Government areas may be due to a variety of reasons. In ryotwari villages the Government introduced the cash rent system long ago whereas the varam system continued to prevail till very recently in several zamindaris and still continues in some and in those cases where the rents were subsequently commuted into cash, they were naturally commuted on the basis of the prices prevailing at the time of the commutation, which were far higher than the prices prevailing in 1800 or thereabouts. Just in a few instances and in respect of a few hundreds of acres in large estates the rents may appear to be very high. Such instances form a very infinitesimal proportion of the total extent or income of the estates concerned and the prevalence of such rents even in those few instances may be and very often is, due to special reasons. When ryoti lands come into the possession of zamindars by reason of relinquishment by the previous owner or by sale for arrears of rent and the land is again let out to a new ryot, there would naturally be a tendency for the rent newly fixed to be higher than the rent previously prevailing. It seems to me we should not permit our views to be influenced to any appreciable extent by the existence of a few instances of that character and if the matter is viewed broadly it must be stated that except in those rare instances the ryots have been unable to make out that the rents obtaining in zamindaris are unfair or inequitable. The very fact that they have existed for a long time raises a strong presumption that they are fair and equitable and the burden of proving the contrary would lie heavily on those who assert it. I may confidently say that such proof was not even attempted.

Particular mention may be made of the very useful information furnished by the accounts produced by the Panagal, Madgole, Vuyyur and Venkatagiri Estates, which show that before, at and subsequent to the permanent settlement the zamindars and ryots were sharing the gross produce half and half and that cropwar rates also existed. The accounts of Panagal Estate cover the entire period from 1793 up to the present day. The Kambhogatta accounts produced by the Madgole Estate were prepared about 1795 for the purposes of the Permanent Settlement and they show that the zamindar's share of a portion of the estate was two-thirds of the gross produce and in the other portion half the gross produce. The accounts produced by the Vuyyur Estate and Venkatagiri Estate, which relate to the years shortly after the Permanent Settlement, show that the system of collecting 50 per cent of the gross produce by way of rent was then prevalent. The accounts of Pamur Estate show that cash rents which were fixed in 1841 have since continued unaltered. A misleading reference is sometimes made to the larger income which the zamindars are now receiving when compared with their estimated income at the time of the Permanent Settlement. But this increase is mostly accounted for by the increase in the cultivated extent and by the improvement in the existing works of irrigation and the construction of new works of irrigation and by the large rise in the prices of grains since the Permanent Settlement. And very

little of this increase is due to any arbitrary increase of the rates of rent. In my opinion various statements filed and the evidence adduced by the zamindars fully make this out. In view of what I have stated above I am distinctly of the opinion that no case has been made out for a general reduction of rents in zamindaris.

I may in this context appropriately refer to a very important consideration which is generally overlooked in discussions regarding rents. The money rents which obtained in 1802 in the several estates are compared to the money rents which are now being received in those estates and it is pointed out that the present income is considerably larger than the income in 1802. Part of this income is traceable to the large extension of cultivation since the Permanent Settlement which is almost a universal feature in all estates. In respect of those areas which were under cultivation in 1802 it may be that in some estates the present rents are higher than the rents that were being paid at the time of the Permanent Settlement. In determining whether the excess can really be described as enhancement it should not be forgotten that the purchasing power of the rupee was in 1802 at least thrice its purchasing power now. Even according to the figures furnished in the majority report the prices of grains now are more than thrice the prices obtaining at the time of the Permanent Settlement. If then it is remembered that the ancient and the basic system of rent collection in our country is that of sharing the produce between the landholder and the ryot in the customary proportions, the real question that would have to be asked is whether the share or the quantity of produce that the ryot has now to sell in order to realize the money rent that he has to pay to the landholder is larger than the share or the quantity of produce which he had to dispose of in 1802 in order to pay the cash rent then payable. If he has to dispose of a larger quantity of the share or quantity of the produce now, there is no doubt that there is real enhancement. If otherwise, it is no enhancement at all but a mere participation by a landholder in the advantages arising out of a rise in prices for which neither the landholder nor the ryot is responsible. Judged from this view point I have no doubt that an impartial and detailed inquiry into the extension of cultivation, the difference in the purchasing power of the rupee now and in 1802 and the extent to which money rents have been substituted for grain rents would demonstrate that there has been no enhancement at all in the real sense of the term.

CHAPTER VI.

VARIOUS SUGGESTIONS FOR THE FIXATION OF RENTS CONSIDERED.

At this stage it may be useful to consider the suggestions that have been made in the various memoranda in which the case for the ryots has been advocated. The suggestion has been widely made that the level of the rates in the zamindari areas should be brought down to the level of the rates prevailing in the neighbouring ryotwari areas.

Is the neighbouring ryotwari rate a correct standard to be adopted?

This demand evidently overlooks the difference in the basis on which the existing rates in ryotwari areas and the rates in zamindari areas are fixed. It overlooks the rights and obligations of the zamindar.

As has already been observed originally, in the zamindari as well as in the ryotwari areas all rents were fixed on the basis of half the gross produce. In 1858, the Government of India constituted the Revenue Settlement Department. Mr. Newill was the first Director. He recommended that instead of the existing basis of 50 per cent gross produce, 30 per cent of the gross produce should be taken as the Government share. In 1864, the Secretary of State for India fixed the share of the Government at half the net produce and ordered that all ryotwari settlements should be made on that basis. The Government therefore deliberately reduced its share of the gross produce. If there is disparity between the rates prevailing in the zamindari and ryotwari areas, it is not because zamindars enhanced the rates of rent but because the Government deliberately reduced its rents about the middle of the 19th century. It was always open to the Government to reduce its land revenue. If the Government for any reason changes its land-revenue policy and the rates of rent in ryotwari areas are consequently affected, it cannot be reasonably asked that the zamindar should collect from his ryots no more than what the Government chooses to collect. While, under the law the zamindar has to undertake various obligations which in ryotwari areas the Government have not the zamindar's only source from which he can meet all such obligations is the customary rent which he can collect from his ryots, while the resources of the State to meet its obligations, are unlimited. The zamindar has to maintain costly establishment for collection of rents. He has to maintain the works of irrigation in proper repair. He

has to pay the annual peshkash irrespective of adverse seasons. He has to meet other financial obligations such as maintenance allowances to junior members in the family charged on the estate. He has to pay the land-cess, not only the part payable by himself but also the part payable by the ryot, though he may later on recover it from the ryot. Out of the total demand a margin should invariably be left for a portion of the rents not being collected due to the machinery of the law being ineffective to deal with recalcitrant ryots and indifferent village officers.

In the above circumstances, if the rates of rent are made to vary with the neighbouring rates in the Government, it would be almost impossible for the zamindar to meet his obligations.

The rates in the ryotwari areas as has already been stated are based in theory on the half net produce principle. Half of the net produce has generally been regarded as equivalent to 40 per cent of the gross produce.

In the chapter of Land Revenue Collections in Mclean's Manual of Administration this principle has been explained as follows: Paragraph 172.—“It would be desirable to ascertain the ratio of the land revenue to the actual gross produce of the whole country and the net assets of land especially with reference to the question of tenures of land; but it is not possible to do this with any approach to accuracy. No exact information exists as to the actual gross produce of lands paying land revenue to Government. Though the land-tax was imposed theoretically at least, on the share of the gross produce of the land, this share or its commuted value has varied greatly in different districts and at different times. The principle of the land-tax in ryotwari districts at present undergoing revision and resettlement preceded by a scientific survey, is that it should in no case exceed 40 per cent of the gross produce, in the case of lands for which irrigation is provided at Government cost or one-third of the gross produce in the case of lands not so irrigated. These proportions are found to be nearly equal to half the net produce.”

According to this principle 20 per cent of the gross produce is left out for costs of cultivation and it is only out of the balance that the State takes a half share. Twenty per cent of the gross produce can in no event be taken as an inadequate allowance for expenses of cultivation.

While the change from the half gross to the half net principle has reduced the share of the Government the manner in which this principle came to be applied by Settlement Officers in actual practice resulted in the assessments being fixed at rates far lower than the rates at which they ought to have been fixed. This is recognized in the following extract from the resolution issued by the Governor-General in Council on the 16th January 1902 on land revenue policy of India Government occurring at page 19:—

“Those who are familiar with the realities of the assessment know well that among the settlement officers, there is a growing inclination towards leniency of assessment; and that this spirit is encouraged by the avowed policy of Government of the considerations of which progressive reduction of the State demand already indicated affords conclusive proof. The more the officers of the Government know the people, and more intimate their mutual relations become, the less likelihood is there of severity in the enforcement of public dues. In no official relation does a member of the public service come into such close contact with the people as in settlement work; and it cannot be his desire to aggrieve those among whom he is spending some of the most laborious years of his life.”

That the individual dispositions of various Settlement Officers had a good deal to do with the determination of the assessment can also be demonstrated by comparison of the rates of rent prevailing in various areas. We find not infrequently that fertile lands are assessed low and lands of inferior quality are assessed high.

Another factor contributed to the low assessment in the ryotwari areas. The initial settlements in all ryotwari areas took place about the year 1870. The commutation prices adopted for these settlements were the prices prevailing in the 20 years preceding the year of settlement, which was a period of low prices. While there was a substantial rise in prices subsequent to that period even in areas where resettlements were made there was no corresponding increase of rates, partly because there was always the fear of popular agitation and partly because the rules of settlement did not permit of any enhancement beyond 18½ per cent. That there were however two resettlements subsequent to the original settlement with an enhancement at each resettlement proves beyond doubt that the initial settlements were made at a time when the prices were very low.

The half-net principle is even now recognized by the Government as the proper basis of revenue settlement. In the famous letter of R. C. Dutt to the Governor-General he advocated the revision of this principle but the Government found that no case had been made out for such revision.

In 1902 the Governor-General declared "that in areas where the State receives its land revenue from landlords, progressive moderation is the key-note of the policy of the Government and that the standard of 50 per cent of the assets is one which is almost uniformly observed in practice and is more often departed from on the side of deficiency than of excess."

In this connexion the following extract from the Taxation Enquiry Committee report is apposite :—

"While in most provinces the half net has continued to be recognized as the maximum in theory the actual rate taken has been reduced so as no longer to bear any relation to it. At the same time it is extraordinarily difficult to say what the present standard is, because the reductions have been made, sometimes for special reasons such as the particular conditions of different districts, sometimes arbitrarily in accordance with the idiosyncracies of particular officers and in many cases under rules which limit the percentage of increase while leaving the theoretical maximum unchanged.

The best method which the Committee have been able to devise of illustrating the effect of all these changes is to compare the progress in the land revenue with that in the net area sown and in prices on which resettlements mainly depend.

Year.	Index number of Land Register. RS.	Index number of net area sown. RS.	Index number of export prices. RS.
1903-04	100.0	100	100
1904-05	97.8	100	101
1905-06	97.8	100	113
1906-07	104.8	103	135
1907-08	97.4	101	141
1908-09	104.3	105	147
1909-10	113.5	107	129
1910-11	102.0	107	123
1911-12	103.3	103	132
1912-13	111.5	108	141
1913-14	112.7	105	149
1914-15	111.2	109	155
1915-16	116.6	107	150
1916-17	115.9	111	156
1917-18	113.7	110	165
1918-19	113.9	97	193
1919-20	118.7	107	269
1920-21	111.5	102	273
1921-22	125.1	107	232
1922-23	124.4	108	238
1923-24	120.4	107	217

It will be observed that while prices have risen 117 per cent the land revenue has risen only 20 per cent and that a portion even of this rise must be due to the increase by 7 per cent in the area sown."

It is therefore obvious that the existing rates of rent in the ryotwari area though theoretically based on the half net principle, are invariably much lower than that standard. The ryotwari rates are also far below the economic rent. At page 60 of the Taxation Committee Report it is stated that the net produce as estimated by the Settlement Officers is invariably less than the competitive rent.

In any case the neighbouring ryotwari rates will not furnish a scientific basis for adoption in proprietary estates. Any basis that is adopted must have relation either to the respective rights of the landholder and the ryot or must take into account the obligations of the landholder and the capacity of the ryot to pay. As has been pointed out already on whatever theory the ryotwari assessment may be based, in practical application it is found that the actual existing assessment bear no relation to the theory on which they are expected to be levied. It has also been pointed out that the ryotwari rates are far below the economic rent.

To adopt the neighbouring ryotwari assessment as a standard is also fraught with other practical difficulties. There are some estates like Pithapuram where there are no neighbouring ryotwari areas at all. In the Vizagapatam district nine-tenths is zamindari area. What are the neighbouring ryotwari areas to be taken into account in such cases? Even in other estates it is only a few villages that have neighbouring ryotwari areas adjoining them. Will it be a correct standard to take the rates of assessment of those villages as a standard for levying rates in all the villages of such estates? There are also instances where there are two ryotwari villages adjoining a zamin village, the assessments in which are not similar.

It also happens that in some zamindari areas the rates of assessment are less than the neighbouring Government rates. This obtains in Seithur for instance. Will the zamindar be permitted to increase the rates of assessment to the neighbouring ryotwari level?

In some zamindaris like Venkatagiri the wet assessment may be slightly higher than the neighbouring ryotwari assessment while the assessment on dry lands is very much lower than in the neighbouring Government area. If the rates on the wet extent are to be brought down to the neighbouring ryotwari level, does it not stand to reason that the dry assessment should also be brought up to the level of the neighbouring ryotwari rates?

It has also to be noted that what is paid to the Government in the ryotwari area is revenue and what is paid by the ryot to the landholder is rent. It will be most uneconomic to adopt the same basis for determining the rate of rent as well as the land revenue. The principle on which land revenue is levied depends on the needs of the State. The principle on which the fair rent is collected depends upon what the landholder has to get for his interest in land and what the cultivator should get for his labour in growing the crop.

Under the above circumstances to adopt the neighbouring ryotwari rate as standard is not only devoid of principle but is also impossible of practical application. It of course seriously encroaches on the rights of landholders and will deprive them of a good portion of the rent lawfully due to them, without any justification for such a reduction.

Can the basis of ryotwari settlement, i.e., the half-net principle be adopted as the basis of settlement in permanently settled estates?

In some memoranda it was suggested that the ryotwari principle of half net produce may be adopted as the basis for settling rents.

The memoranda of the Tinnevely Congress Committee suggests as follows:—

“The existing ryotwari rule of half net income may be adopted for the present as a rule to govern the zamin rents irrespective of any changes that the ryotwari system may undergo. The rent must be settled in the same manner as in the case of ryotwari revenue settled recently.”

Firstly, as has already been pointed out by changing from half-gross to half-net there is clearly an encroachment on the zamindar's rights. Secondly, this principle is also difficult of application. In fact various calculations have been furnished to arrive at the net income from land after deducting costs of cultivation. There is divergence of opinion as to what items should be deducted as expenses of cultivation. There are those who desire to include also the subsistence of a ryot and his family as one of the items to be deducted. Mr. Jogiraju who has been examined by the Committee as an expert witness would go so far as to put down the expenses of cultivation at about 50 per cent of the gross produce.

In the article on the land revenue policy of the Indian Government published by order of the Governor-General-of-India-in-Council in 1902, this question is dealt with as follows:—

“A vernacular proverb to the effect that if the cost of cultivation be counted up in money, not even the value of a goat will remain, whereas, in fact, not only does the ryot live but most of his land has a good sale value; remembrance of this proverb will save many a fallacy.”

On the other hand, what the Government intended when they laid down the rule of ryotwari assessment as half net produce was that 20 per cent of the gross produce should be deducted as expenses of cultivation—see pages 144 and 145 of Mclean's Manual of Administration, Volume I.

One of the earliest revenue settlements, that of Mr. Hepburn in the Chingleput district, was on the basis of half net produce. The manner in which this was worked out by him is stated at page 277 of the Chingleput District Manual.

He calculated the expenses of cultivation as follows:—

	KALAMS.
Seed 4	201/256
Subsistence for the labouring servant 12	70/256
Wear and tear of bullocks	11/256
Iron work and incidental expenses.. .. .	184/256
Total cultivation expenses	20 in
	100

The various settlement reports will show that different figures were adopted under the head “Cultivation expenses” in different districts. Though the figures given in settlement reports generally range between 20 to 35 per cent of the gross-produce, nowhere is it stated that the cultivation expenses would amount to 50 per cent of the

gross-produce. In the Supplement to the *Nellore District Gazette*, dated 2nd December 1937, the report of the Settlement Officer of the district is published. It gives a brief history of the previous settlements showing at a glance the standard grain outturn; the commutation rates and the cultivation expenses (page 3 of the *Nellore District Gazette* Supplement, dated 2nd December 1937).

Particulars of crops.	Grain outturn in Madras measures per acre.		Commu-tation rates fixed.	Cultivation expenses per acre.	
	Principal division.	Subdivision.		Principal division.	Subdivision.
Paddy	500 to 850	500 to 850	107	RS. A. P. From 9 3 2 To 10 8 3	RS. A. P. From 10 8 3 To 1 8 0
Jonna	80 to 300	70 to 325	129	From 2 0 7 to 4 3 4 From 1 6 7 to 2 7 5	From 2 14 7 to 2 0 0 to 5 4 0 From 1 3 8 to 2 5 0
Aruga	112 to 500	120 to 150	64		
Variga		100 to 500	107		
Sajja		60 to 325	107		

The first settlement was effected by Mr. Paddison. The cultivation expenses were increased by 15 per cent. These figures again are based on very liberal calculation. The actual expenses of labour, etc., worked out by officials are always higher than those actually paid by tenants.

The following extract from the land revenue policy of the Government of India published in 1902 is interesting reading (see pages 188, 189, 190 and 191 of the Indian Land Revenue Policy, published by the Government of India, 1902).

It must be perfectly obvious to all that cultivation expenses differ not merely from soil to soil, but from man to man, from crop to crop, and from year to year; in one field a man will spend ten, twenty or more rupees on manure according to the crop, etc., while his neighbour may spend little or nothing. One man cultivates his land with his own hands drives a plough cut from a tree in his own fields with a team he has bred on the land, and weeds and harvests with the labour of his own family, while his neighbour, perhaps, a Brahman, a merchant, or other non-cultivator, hires labour and buys material at every step. But since it is necessary to allow the cost of raising the crop, the Settlement Officers prepare tables based upon many years of enquiry and experience and apply them to the soils in rough proportion to their productiveness, knowing full well that the less productive lands do, as a matter of fact, generally get far less spent upon them than the more productive; it is not that the expenses on the poorer lands would not be as great or greater if they were highly cultivated, or that they would not cost more than good lands if they had to be raised to a given productiveness or to yield a given produce but that in fact they are not so highly cultivated and are not so productive; the best lands get the most attention, the most manure, the most labour. The ryot prefers to spend less upon the less productive and more precarious lands. Consequently, the gradation though only a generalized approximation has a real foundation in fact.

* * * * *

In considering the relation of the estimate of expenses to the outturn and to the consequent position of the cultivator, it must be remembered that these scales are maxima; not that they are often exceeded whether according to the year, the crop or the ryot but that they are all calculated as though paid for in money, as though cattle, manure, etc., were all purchased, a hypothesis wholly different from the fact but differing wholly to the benefit of the ryot. The cost of bullocks is calculated at certain rate as though they are always bought, whereas in very many instances they are bred by the ryot and brought up wholly on the straw of the farm crops or on wild pasture; moreover, the calculation usually allows for a minimum of acreage tilled and of duration of the cattle, whereas, on dry land a pair will ordinarily last five years and more and till 14 acres or more per annum, besides doing much other work and yielding manure; hence the average rate of cost given in the tables is a maximum. So also, probably, in nine-tenths of the area at least of dry lands, the labour expended is only that of the owner and his family; for, the farms are of very small size; it is not mainly paid labour though often mutually borrowed as when men plough, harvest, etc., in their neighbour friend's fields in return for similar assistance in their own. Manure again is largely the produce of the cattle of the farm, or picked by the children or women in the waste lands

or is cut, as green manure, from the jungle. The feeding and housing of the bullocks which Mr. Dutt observes has not been allowed for, are omitted because straw does not enter into settlement calculations though of great feeding or selling value; in the old reports early in the century it was often set against the whole cultivation expenses and in the present day sub-tenants are willing to cultivate good lands on receipt of one quarter of the gross outturn of grain if they are allowed the whole of the straw also.

* * * * *

The Board must also point out that, if the actual cultivation expenses are really larger than are allowed by the Settlement Department the gross-produce must, for many districts be more valuable than is calculated by that department. For, since, most lands both wet and dry, will always let at least on the half-share system and in the case of wet lands often on a much higher landlord's share, it follows that, utmost half and on the better lands two-fifths, or one-third or even one-quarter of the gross value must pay both the cost of cultivation and livelihood, and the profits of the actual cultivation.

The Taxation Enquiry Committee examined different standards for arriving at some basis for levying land revenue. One of the standards which they considered in that connexion was the ratio borne by the assessment to gross or net produce. This is what they stated in paragraph 95 of the report (see page 77, paragraph 95 of the Taxation Enquiry Committee report).

“The factor which briefly forces itself on the attention in connexion with these

The Chief conclusion resulting relates figures is the extreme uncertainty as to the uncertainty of the system. what is the share taken of the net produce of the land, which share was till quite

recently, the chief source of revenue of the State. In other countries, as has been seen the land-tax is imposed at a definite rate upon a definite basis of assessment. In India the basis may be rentals or net assets. The rentals may be customary, controlled or assumed. The net assets may include or exclude the subsistence of the cultivator. The rate may vary with the opinion of the individual Settlement Officer as to the circumstances of the tract with the conditions of the districts as the time of the settlement with the conditions of tenancy, or with the opinions of the Local Government of the day as to what is a reasonable increase to take. As a consequence it is impossible to say what is the incidence of the land revenue upon the land, and as has been indicated above the Local Government have been almost unanimous in deprecating the basis of any comparisons upon the figures supplied by them. It seems to the Committee that this uncertainty as to both the basis of the assessment and the rate is one of the chief respects in which the Indian land revenue systems are open to criticism.”

From this it can be seen that by a manipulation of the statistics cultivation expenses can be, either unduly puffed up, or unduly diminished. This will again lead to assessments being levied according to the individual dispositions or idiosyncracies of Settlement Officers. There will be disparity and uncertainty in the assessments. When the Taxation Enquiry Committee wants to cast off this half-net basis for the above reason it is strange that this very basis should be recommended for adoption for fixing the rates in the estates.

Having considered both the inequity and impracticability of adopting the neighbouring ryotwari rates or the ryotwari basis of assessment, the only basis that appears to be feasible or practicable is the principle of a portion of the gross produce. It is stated by some that even to ascertain the gross yield of a land, various estimates are possible and there is an element of uncertainty. Even assuming this to be true in fixing the rent at a proportion of the gross produce we take into account only one uncertain factor. If, on the other hand, we take the half net principle we have two uncertain factors to be considered, namely, the actual gross produce and the actual cultivation expenses. Therefore, in any event the proportion of the gross produce is certainly a better system to be adopted than any other basis where more than one uncertain factor has to be taken into consideration. In the past the assessment was based on this gross produce principle. Even to this date, wherever, the varam tenure survives the gross produce principle still continues. In most inam villages a share of the gross produce is even to-day the rule and fixed cash assessments, the exception. Mr. R. C. Dutt in his open letter to the Viceroy in 1901 suggested the alterations of the ryotwari basis by making ryotwari assessments at a proportion of the gross produce. In the course of this enquiry a suggestion has been made by some witnesses having considerable revenue experience that the zamindar's share should be fixed in terms of a proportion of the gross produce. The only scientific and the least objectionable method therefore appears to be to fix a proportion of the gross produce as the standard to be taken into account when Settlement Officers are called upon to determine whether the rents of a particular estate are fair and equitable or, otherwise. This leads us to the question as to what proportion of gross produce should be fixed as the landholders' share? Those that advocate the cause of the ryots suggest one-sixth

gross produce on the basis of Manu's rule. All landholders, on the other hand, demand half the gross produce as the rightful share on the basis of which their assets were computed at the time of the Permanent Settlement; that as a matter of right, the landholders are entitled to half the gross produce has been abundantly proved.

One-sixth gross produce plus proportionate peshkash.

Another suggestion that has been put forward is that rent should be fixed at one-sixth gross produce plus the proportion which has to be paid in respect of the peshkash payable to the Government. The argument put forward is this. At the time of the Permanent Settlement the peshkash was generally fixed at two-thirds of half the gross produce of the lands on the basis that that is the share paid to the zamindars by the cultivators. Thus the landlord was to retain one-third of half, or one-sixth of the gross produce. So, it is argued that exclusive of the peshkash the zamindar is entitled to only one-sixth of the gross produce. This argument is fallacious. The Permanent Settlement fixed a particular sum in terms of money as the amount payable by the zamindar as peshkash irrespective of good or bad seasons, rise or fall in prices, and for all time to come. In consideration of this peshkash the proprietary rights of the Government were assigned to the zamindar. The proprietary right of the Government at least consisted of (a) 50 per cent of the gross produce on lands that were already in cultivation and (b) maximum income that could be derived from waste lands.

When the share of the produce of the Government was transferred to the zamindar it was intended that the zamindar should have the benefit of a rise in prices, and should bear the loss in the event of a fall in prices. It was no part of the stipulations at the time of the Permanent Settlement that the zamindar should collect cash rates computed at the rates prevailing on the date of the Permanent Settlement. In lieu of 50 per cent of gross produce, paragraph 34 of the Instrument of Instructions clearly lays down that the ryot should give to the circar or proprietor whether in money or in kind the accustomed portion of the produce. It was therefore distinctly understood that both the zamindar and the ryot should get the benefit of the rise in prices in respect of their respective shares and not that the benefit should go entirely to the ryot and not to the landholder. The report of Mr. Hodgson on the Province of Dindigul already quoted clearly proves this.

It was no part of the Settlement that the peshkash payable by the zamindar should always represent two-thirds of the total income derived by the zamindar from the estate. On the other hand it was definitely contemplated that the income of the zamindar may increase considerably. It was in turn for this prospect of enhancement of the total income that the zamindars on the date of the Permanent Settlement undertook what was then an obviously serious risk of the payment of peshkash which was then fixed at two-thirds of the then gross income. In fact, various zamindars could not pay the peshkash and their estates were sold. This happened in Ganjam, Chingleput and other places. It is only a few zamindars who were thrifty, who improved their estates, and brought most of the waste lands into cultivation that survived the heavy burden of peshkash and ultimately got the benefit of the rise in prices as a result of which probably their income is now much more than what it was on the date of the Permanent Settlement. It can be shown that the difference in the income of some zamindaris compared with their incomes on the date of the Permanent Settlement represent no more than the difference in the value of the produce or the difference in the extent of cultivation or both. Take the case of the Verkatagiri estate. Mr. Stratton, the Peshkash Collector, gave in a tabular form the total resources of that estate in 1802. The total income on that date was put down as 2,48,438-12-1/16 pagodas comprising cash income as well as the computed value of (9,778-18-4 $\frac{1}{4}$) candies grain which was put down at 74,986-3-14/16 pagodas or in terms of money at Rs. 2,88,696. The commutation rate was Rs. 29 per candy. In terms of rupees the total income on that date was Rs. 9,56,485. Suppose we calculate the value of the grain received on that date according to the present rates, i.e., at Rs. 50 per candy. According to this calculation the total resources of the estate even in 1802 would have been Rs. 11,56,489 if the prices were as high as now. The income of the estate to-day is almost the same. We have to take into account also the area brought into cultivation subsequent to 1802. The total income of the estate in fasli 1346 is given as Rs. 12,85,000. But this includes the demand of various villages which were not part of the estate in 1802. If these are deducted the income in the zamindari is perhaps less than what it was in 1802. Subsequent to 1802 various aghrahams and inams were resumed by the estate.

Another important point may now be noticed. In 1802 the general prevailing system was the varam system. Under the varam system there are no difference between demand and collection. The grain income shown in 1802 represents what was actually collected and not what the estate was entitled to collect. We have to

compare this, therefore, with the collections of to-day, and not with the demand of to-day. If the collections of to-day are compared with the collections of 1802 it would be found that the income has considerably fallen, not increased. The liabilities of the zamindar, however, have increased since the Permanent Settlement. There was no land-cess in 1802. It was only in 1866 more than half a century after the Permanent Settlement that the land-cess was imposed. Originally land-cess was charged at 6 pies in the rupee and this was trebled in the course of another fifty years. Even the portion of land-cess payable by the ryots has to be paid by the zamindar in the first instance. The zamindar has to meet the cost of collection of that portion also. The land-cess that is paid by the Venkatagiri Zamindar to-day amounts to about Rs. 1,15,000; leaving out half of this he has to pay about Rs. 60,000 for his share. This was a liability not contemplated on the date of the permanent settlement.

Economic condition of the ryot on the date of the Permanent Settlement and now.

There can be no doubt that the economic condition of the ryot has distinctly improved subsequent to 1802. In 1802 besides the half share of the produce various other levies which constituted the melvaram, abwaubs and mahouts were being collected from the ryots. The ryot pays such levies. Now the prices have increased by about 100 per cent since the Permanent Settlement and the ryot has the benefit of this rise in prices. In 1802 due to want of communications the ryot did not find a ready market for his produce. To-day as a result of the railway communication the ryot has a certain market for his produce. In 1802 the fees of the village officers has to be paid by the ryots either wholly or partially. As a result of Act II of 1894 all rusums and meras have been abolished and the ryot no longer pays anything towards the emoluments of village officers. In most of the estates cash rents came to be fixed about thirty to fifty years ago. These rents have not been enhanced. Subsequently ever since cash rents came to be fixed the exclusive benefit of the rise in prices has gone to the ryot. Even in a few cases where enhancements were claimed and decreed, rents were raised only by two annas in the rupee in accordance with the provisions of the Estate Land Act. The rise in prices was by about 100 per cent. In 1802 the ryot could not get easy credit and had to pay usurious rates of interest for obtaining loans. The rate of interest in those days was invariably more than 24 per cent. To-day various laws have fixed the maximum rate of interest at reasonable rates. The introduction of the co-operative societies has afforded the ryot easy facilities of borrowing at very low rates of interest. On the whole, therefore, the economic condition of the ryot has considerably improved since the date of the Permanent Settlement and if to-day the condition of the ryot is not what it ought to be, much of this is due to various other causes. "So long as he resists the temptation to abandon farming and become a rent-receiver, and does not become addicted to drink he is a comparatively prosperous member of the community. The chief addition that has been made to his tax burden in late years has been in a measure self-improved. Numerous witnesses have regretted the deplorable tendency to litigation which is eating up farmer's earnings." (Taxation Enquiry Committee Report—Pages 346 and 347.)

Those that argue that the zamindar should get only one-sixth gross produce exclusive of peshkash on the ground that that was the zamindar's share in 1802, also forget that at least as far as lands that remained waste in 1802 are concerned, the Permanent Settlement did not contemplate any assessment payable to the Government. In regard to such lands, they were expressly given away to the zamindar free of assessment. In other words in regard to such lands the zamindar was entitled to half of the gross produce and not one-sixth of the gross produce. It is at this date impossible to find out which lands were in actual cultivation in 1802 and which were waste.

In the course of the enquiry before the Committee questions were put to the witnesses asking them to state the extents under cultivation in certain estates in 1802 and the present extents. If this question was considered very useful it ought to have been included in the original questionnaire. Even the additional questionnaire issued did not require the landholders to furnish statistics of the extent assigned by landholders for cultivation subsequent to 1908. In these circumstances, it will not be fair for the Committee to draw any adverse inferences by reason of the information as to the cultivated extents in each estate in 1802 not forthcoming.

In any event it is also difficult to expect correct details about this. In estates which were under varam, it is very rarely that accounts were kept showing correct extents: Mr. Stratton for example, in giving the resources of the Venkatagiri Estate has appended the following note: "In the village karnam's accounts the quantity of land under

cultivation is never shown when the produce was divided by varam and is in cases where accounted for by tirva, the quantity of land is shown in some instances and omitted in others. This for the sake of regularity has been left out in account particulars above referred to." Further, the measurement of land in one part of the estate is not similar to the measurement in another part of the estate. See for example (paragraph 30 of Stratton's report on Western Poliems, page 198. "The land measurement in use in this zamindari is as follows, viz., in the southern parganas 96 men's square feet are allowed to a gunta and 24 guntas make ghurroo and it is estimated that one thoom of seed is necessary to cultivate 5 guntas of land, which on an average of good and indifferent land, yield a return of 15 thooms. In the northern pargana the land measurement varies: 64 men's square feet being there allowed to a gunta and of which 50 make a ghurroo and it is estimated that one thoom of the seed will cultivate $12\frac{1}{2}$ guntas which yield nearly the same proportion in return as above mentioned." The measurement more often did not depend on the actual expense; but was in terms of seed-grain required to grow a particular quantity of the produce. In the Vizagapatam district, for example, a garce of wet land was treated as the equivalent of 2 acres and one garce of dry land as equivalent to 4 acres. The ancient system of measurements in this district was in terms of garces, a plot of land capable of producing a garce of produce being itself described as one garce of land. Every caution is therefore needed against arriving at conclusions based on mere arithmetical comparisons of the rent and extents as they were in the old accounts with the present rents and extents. Further in estates which subsequently came to be surveyed this method of comparing the extents at the time of the Permanent Settlement and the extent as it exists to day will be wholly impossible, because the basis of measurement adopted by the survey is totally different from the basis existing at the date of the Permanent Settlement. Further the extents recorded in 1802 were based on rough estimate made by the village officers and were not the result of actual measurements. It is therefore absolutely impossible at this length of time to draw any inferences from a comparison of the extents even where they are available as given in the accounts on the date of the Permanent Settlement and the extents given in the present accounts. There is still another difficulty. The Circuit Committee reports, for example, have given the total extent; but not the extents under different classification such as dry, wet, or garden lands. Without this data we cannot get the extents for wet, dry or garden lands in 1802. Further what was dry on the date of Permanent Settlement may have changed to wet subsequently and vice-versa. All these data not being available it is impossible to effect any settlement on the one-sixth produce plus proportionate peshkash principle even on the assumption that that principle should be applied to lands cultivated on the date of the Permanent Settlement.

On the other hand the only principle in regard to which definite and correct information is available is that the ryot had to pay to the Government or the landholder. It has been conclusively proved that he was paying at least 50 per cent of the gross produce. In no estate, has it been made out that the zamindar is collecting more than this.

Are the prevailing rates of rent in estates economic rents?

It being established beyond doubt that the zamindars are not collecting anything more than what they are entitled to as of right, what remains to be considered is whether at least on equitable grounds a case has been made out for reduction of rent. In short, are the rents in zamindaris economic or not? It may be stated at once that though the zamindars are entitled to a moiety of the gross produce wherever cash rents have been fixed the rates work out at less than half the gross produce, in some cases they work out at 40 per cent of the gross produce; in others at one-third and still often at even a lesser proportion. Wherever the varam tenure prevails as in Ramnad half the gross produce is collected even to-day. The reason for the rates in some estates falling far below half the gross produce is that when varam came to be commuted into cash rents in those estates, the commutation prices which were taken into accounts were very much lower than what they are to-day. In most estates after the prices rose no enhancements were made at all. The exclusive benefit of the rise in prices has therefore gone to the ryot even since the fixation of cash rents. In a few estates where there have been enhancements, the enhancements did not exceed $12\frac{1}{2}$ per cent while the proportion of increase in the rise in prices was nearly 100 per cent. In any event the ryot did get the benefit and to-day he pays very much less than half the gross produce.

To judge whether a particular rate of assessment is economic or not the easiest and correct method is to ascertain the rates of rent which the ryot's under-tenant pays to him. This is also taken into consideration whenever the assessments are fixed in ryotwari areas. Dealing with the principles on which assessments are fixed in ryotwari areas the Taxation Committee Report refers to the relevancy of this information as follows

(at page 60) : " In practice in both cases, where there is a large proportion of rent-receivers, the rents actually paid by the cultivating tenants are utilized as a check on the estimate of the cost of the cultivation and the net produce as estimated by the Settlement Officers is invariably less than the competitive rents." The terms on which at present ryots generally lease out lands to under-tenants is on the sharing system. The ryot and the tenant taking half and half of the produce. " Since most lands both wet and dry will always be let at least on the half-share system and in the case of wet lands, often on a much higher landlord's share it follows that utmost, half, and the better lands, two-fifths, or one-third or even one-quarter of the gross value must pay both the cost of cultivation and the livelihood and the profits of the actual cultivator." (Land Revenue Policy of India Government, page 191.)

In Mr. Jogiraju's economic survey of some typical villages of the Vizagapatam district he finds that " while the average assessment on land which an owner has to pay in the twelve villages is Rs. 11 for wet land, Rs. 3 for dry land the average rent which a tenant has to pay is Rs. 33 and Rs. 15, respectively, so that a tenant of an average holding of five acres of which three acres are wet has to pay Rs. 100 or more than a cultivating owner." (Bulletin No. 40 issued by the Department of Agriculture, Madras, on the economic condition of the ryot in the Vizagapatam district and how to improve it.)

The importance of the rate paid by the under-tenant to the ryot having been appreciated by the members of the Committee, in the additional questionnaire issued to landholders, they were required to furnish this information in respect of their estates. A very large number of leases were filed by the various landholders, who have tendered evidence before the Committee. On a scrutiny of these lease documents, it has been established beyond doubt that after leasing out the land to the under-tenant the ryot is still left with a large margin to pay assessment and to meet the cost of his own sustenance.

Factors to be taken into account in fixing the rents.

It has been abundantly proved that a ryot generally receives at least twice the assessment he pays to the landholder. In considering whether the rate of rent is economic or not we must proceed on the basis that the ryot is the actual cultivator. Otherwise, if a ryot is treated as one letting out the land to others for cultivation, the ryot would be no more than a middleman. If importance is attached to the rates paid by under-tenants to ryots it has been amply demonstrated that the complaint that the rates of rent in estates are higher than what the ryots can pay, is totally false and contrary to actual facts.

Another important factor to be taken into account in ascertaining whether the assessments leave an economic margin to the ryot or not is whether there is demand for lands and what the sale values of lands in various estates are.

Almost all the larger estates have furnished us with ample evidence regarding the sale values of lands. Registration copies of sale-deeds and extracts of sales received from registration offices for effecting transfers of pattas have been filed by the landholders. The prices of course vary in different estates, but the sale values are however invariably high. If assessments are really as high as is sought to be made out on behalf of the ryots, one cannot possibly expect the prices of lands in zamindari areas to be as high as they have been proved to be.

" Sale value of the land is one of the data taken into account by Settlement Officers, in the ryotwari tracts at every re-settlement," says Findlay Shiras at page 417, Science of Public Finance, Volume 1, " before fixing the maximum assessment rates, the Settlement Officer reviews the prices, wages, rents, rainfall, the selling, letting, and the mortgage value of land and similar factors. *The cash rents paid and the selling value of the land are of supreme importance as a guide although some times neglected.*"

In fact in some countries, it is on the basis of the capital value of the land, that revenue is assessed; " the Japanese system of fixing annually a percentage on the capitalized value of the land is very attractive, as it makes for elasticity, but would be historically and administratively a new departure in the taxing of lands in India (Findlay Shiras—the Science of Public Finance, Volume 1, page 422).

In determining whether the existing rent is the economic rent or not, regard must also be had to the fact that it is fixed as a result of the contract entered into between the landholder and the ryot. Contracts entered into in regard to rent have been recognized as valid and enforceable in the Permanent Settlement Regulation, the Patta Regulation and the Rent Recovery Act of 1865. It is only after the passing of the Madras Estates Land Act in 1908 that all contracts between the landholder and the ryot whereby the ryot may agree to pay more than the rent which he was previously paying, are declared to be invalid on the assumption that in entering into a contract with the zamindar the

ryot is in a position of disadvantage and is not able to safeguard his own interests. This is nothing more than an assumption for which there is no real basis in fact. The ryots had resisted and have always been able to resist any demand on the part of the zamindar for enhanced rent where such enhancement is unfair or inequitable.

Sir Griffith Evans, an eminent Member of the Supreme Council, at the time of the passing of the Bengal Tenancy Act, spoke of the capacity of the ryot as follows :—

“ If there is one thing which the ryot strongly understands and is specially heedful about, it is the *maktha* or *begah* which he has to pay. This is the one subject which he thoroughly understands and which he is most deeply interested in. It is most difficult to get him to consent to an enhancement unless he is satisfied, he cannot resist. . . . I do not think that 100 years of British rule has left the ryot in so much less intelligent a condition than he was when we came, as to call for any such provision. I know well it is intended to protect him in contracting with one more powerful, but in this case I think this protection is illusory and the mischief very real.”

If the existing rents are uneconomic one would have expected relinquishments of their holdings by the ryots on a large scale. Not only have there not been relinquishments to any extent worth mentioning but there have been on the other hand assumptions on a large scale of previously uncultivated lands at the existing rates of rent. In most cases ryots have also paid premia of substantial amounts when taking up such lands for cultivation. This in my opinion is a strong piece of evidence to show that the existing rates of rents are not only economic but also leave an appreciable margin of profit to the ryot.

Another test for ascertaining whether a rent is economic or not is the period during which the assessment has been prevailing without any change. There are estates where rates were fixed at the time of the Permanent Settlement and have been paid by ryots from that date until now. This happens in Uthukuli Bodinayakanuru and in some of the Salem Mittahs. What is the justification for reducing these rates of assessment? If these assessments were being paid even at the time of the Permanent Settlement when the prices were far below the present level, the ryots must undoubtedly be in a position to pay these assessments to-day. In various other estates rents were fixed more than 50 years ago and have been paid without any objection or protest until this day. This is the case in several parts of the Venkatagiri Zamindar where the earliest commutation into cash rents took place so long ago as *falsi* 1234. It must at least be admitted that subsequent to 1908 the landholder could not have imposed any arbitrary enhancement as the law has distinctly prohibited enhancement except as provided under the Act. The only circumstance under which there was if at all enhancement in a few zamindaris subsequent to 1908, it must have been on one or other of the grounds stated in sections 30 to 35 of the Estates Land Act, and in any event such enhancement was limited to two annas in the rupee. It cannot be said that the grounds on which this limited enhancements can be claimed under the Estates Land Act are either unfair or inequitable. So, it may be safely assumed that whatever rates prevailed in 1908 are economic.

An economic rent is undoubtedly a fair and equitable rent. It is therefore necessary to consider whether the provisions of the Estates Land Act for determining the fair and equitable rate of rent take into account the economic rent.

Provisions of the Estates Land Act considered.

The principles on which a fair and equitable rate of rent has to be determined are contained in the following provisions :—

- (a) Under section 25 of the Act when a ryot is admitted to possession the rate to be fixed is such rate as does not exceed the rate prevailing for similar lands with similar advantages in the neighbourhood.

If such rate cannot be ascertained the Collector can fix what he considers a fair and equitable rent.

- (b) Under section 28 of the Act there is a presumption that the rent or rate of rent for the time being lawfully payable by a ryot is fair and equitable until the contrary is proved.

- (c) Under section 168 of the Act in effecting a settlement—

- (i) The Collector shall presume the existing rate of rent to be fair and equitable.
- (ii) He shall have regard to the provisions of the Act.
- (iii) The Collector shall have regard to the rates agreed by the parties.

At the same time a very wide discretion has been given to the Collector and he can propose to the parties what he considers a fair and equitable rent.

(d) Where enhancement is made such rates alone will be fair and equitable—

(i) as would not give the landholder more than one-half of the value of the net increase in the produce of the land,

(ii) as would not raise the rent beyond the value of the established varam of the village commuted according to section 40.

(e) The principles on which commutation is effected will also furnish a test as to what is a fair and equitable rent. The considerations in effecting commutation are the following :—

(i) The average value of the rent actually accrued due to the landholder during the preceding ten years other than famine years.

(ii) Prevailing money rents for similar lands in the neighbourhood and where there are none such in the village of the neighbouring taluk.

(iii) Improvements effected either by a landholder or a ryot.

The Estates Land Act has not merely indicated the considerations to be taken in fixing a fair and equitable rent, but it has not provided for strict safeguards against any arbitrary or undue enhancement of the rent. Such safeguards are the following :—

(i) No rent shall be enhanced except under the provisions of the Act (section 24).

(ii) Varam rates are not liable to enhancement (section 29).

(iii) The enhancement if any made shall be subject to the restrictions imposed between sections 31 to 35 and shall not in any case exceed the value of the established varam of the village commuted according to section 40.

(iv) Where the parties agree about the rates among themselves compromise or otherwise, the Collector shall satisfy himself that if it is fair and equitable before giving effect to the same in the course of settlement proceedings (section 168).

(v) Where a suit or application between the landholder and the ryot as such is compromised the Court may refuse to pass a decree in terms of the compromise if it considers such compromise unfair and inequitable [section 192 (c)].

(vi) Notwithstanding any contract to the contrary the ryot shall not by a reason of his making an improvement at his expense become liable to pay a higher rate of rent on account of the increase of production or of any change in the nature of a crop raised as consequence of such improvement (section 13-iii).

(vii) Even in the case of trespasser if a rent is not already fixed on the land, the Collector has to fix the rent in a separate proceeding before the landholder can sue for it.

The above will show that most of the factors already considered are contained in the Estates Land Act.

Further, a wide discretion is also granted to Officers who effect commutation or settlement of rent. This discretion is always exercised in favour of the ryot and not in favour of the landholder. If any provision of the Estates Land Act requires to be more precisely stated the only suggestion that I wish to make is that section 28 may be amended so as to say that rates prevailing on 1st July 1908 should be deemed to be fair and equitable subject to enhancement made as a result of proceedings in court and not otherwise. It may also be stated that rates fixed should never exceed half the gross produce

CHAPTER VII.

HILLS, FORESTS, WASTE LANDS, ETC.

In regard to porambokes my colleagues state that there is no distinction to be drawn between one kind and another and that all porambokes including hills, jungles, waste lands, tank-beds, should be deemed to be the property of the ryots and that they are not the property of the zamindars. My colleagues have not however given any reasons for the conclusion at which they have arrived. There is a passing reference in more than one place to a vague theory of ownership of the entire village having at one time vested in the village community. This ownership, it is suggested, became broken up when the individual ryotwari system was introduced. My colleagues refer to this introduction of the individual ryotwari system itself in terms of disfavour. On the introduction of that system however my colleagues state or assume that the proprietorship which was previously in the village community became in some way

split up among the several ryots of the village. At no time however in their opinion has the zamindar been proprietor of the classes of porambokes enumerated above. My colleagues however have not chosen to refer to the innumerable decisions of the Privy Council and of the Madras High Court in which the ownership of the zamindars in these porambokes was accepted and recognized without question. Nor do I find them referring in respect of this matter to the relevant portions of the State papers of the time of the Permanent Settlement which state in the clearest possible terms that it was intended to constitute the zamindar proprietor in the fullest sense of the waste lands in his estate. The provisions again of the Madras Estates Land Act have not been examined or adverted to. The only citation made by my colleagues in support of their theory is a judgment in Special Appeal Suits No. 18 of 1802 and No. 10 of 1814 wherein the rights of certain firewood merchants of Masulipatam to cut firewood in the Divi jungle without paying any consideration to the Zamindar of Divi were upheld by the Court of the Sudder Adawlat. With great respect I am unable to see how this decision supports the conclusion of my colleagues. In the first place the persons in whose favour the right was declared were not ryots of the zamindari and did not claim any rights, proprietary or otherwise, in the Divi jungle by virtue of their position as the ryots of the estate. In the second place the rights that were claimed were rights which were based on longstanding custom and usage and could not in any sense be regarded as proprietary. If the merchants of Masulipatam were themselves proprietors of the Divi jungle, there is no reason why their rights should be restricted to certain rights of cutting firewood. While the customary rights of the merchants were declared it would be noticed that the decision itself upholds the proprietary right of the zamindar in the jungle situated in his estate. If the decision can be relied upon at all for any purpose, it can only be relied upon to this limited and restricted extent, namely, that whatever customary rights might have existed before the Permanent Settlement, are not affected or extinguished by the enactment of the Permanent Settlement Regulation or the Permanent Settlement itself whereby zamindars were constituted proprietors of the soil. Beyond this I must state there is no relevancy in the citation of the judgment just referred to. Since my colleagues have chosen to deny the rights of zamindars in a matter which has never been felt to be controversial or doubtful, I consider it necessary to refer briefly to several decisions which have established those rights. In 40 Mad., 886, the well-known Urian case, it was argued before their Lordships of the Judicial Committee of the Privy Council that proprietary or other rights should be deemed to have passed to the zamindars only to the extent that such rights were made the subject of assessment at the time of the Permanent Settlement. What was assessed alone passed to the zamindar and what did not form the subject of assessment must be deemed not to have passed to him. This argument was rejected by the Privy Council in the following passage: "Again it does not follow that all which is not brought into account in fixing the Jumma or peshkash is excluded from the grant. On this footing many things of great importance to the enjoyment of a zamindari would not pass by a zamindari grant, for example, waste land, farm buildings, tanks or in the present case irrigation channels. As pointed out in the recent case of Raja Ranjit Singh Bahadur v. Kalidasa Devi, the property taken into account in arriving at the Jumma is by no means necessarily the same as the property upon which the Jumma is chargeable, and all that is chargeable with the Jumma or peshkash is included in the grant."

The ownership of the zamindar in waste lands, tanks and in irrigation channels is declared by the Privy Council in the above passage. Relying on it Mr. Justice Sadasiva Ayyar held in 36 M.L.J., 203, at page 206 that "after the Urian decision it could no longer be contended that river porambokes and channel porambokes situated within the ambit of a zamindari or an inam village did not pass to the zamindar or inamdar under the Permanent Settlement or the Inam Settlement as the case may be."

In a case reported in A.I.R., 1936, P.C. 108, the Privy Council were concerned with a permanently settled estate situated in the United Provinces of Agra and Oudh. And the question arose with reference to the rights of the inhabitants of a village in that estate in the jungle and waste lands of that village. The following passage from the judgment of their Lordships delivered by Sir John Wallis, a former distinguished Chief Justice of the Madras High Court, states the true position: "It could not be contended," their Lordships say, "that the acquisition of the rights regarded as having been acquired by the plaintiff's predecessors or other inhabitants of the village in the jungle or waste included in the boundaries of the village, which in many cases was of vast extent, vested in the owner whether that owner was the Talukdar or the State of the property in the Jungle or waste." Even conceding therefore that the inhabitants of a village may conceivably acquire certain rights by virtue of certain longstanding customary usage, the existence of which would have to be established by clear and

indubitable evidence, such rights in the opinion of their Lordships could not in any sense be regarded as destructive of the proprietary right of the zamindar so that the fundamental position is that the zamindar is the proprietor of the jungle and waste lands and the burden of proving that, in what is the zamindar's property, the inhabitants of the village are entitled to certain rights by virtue of immemorial custom would lie very very heavily upon the parties claiming those rights. In 9 Madras, 285, Sir Charles Turner, C.J., and Mr. Justice Muthuswami Ayyar in deciding a dispute which arose between the Zamindar of Singampatti and the Government upheld the ownership of the zamindar in certain forest tracts and hills situated within the geographical limits of three villages specified in the Permanent Settlement Sanad of the Estate and their judgment was confirmed by the Privy Council in 15 Madras, 101 and their Lordships held that the zamindar was entitled to a "declaration of his proprietorship."

In 26 Madras, 252, a case which arose from the Sivaganga zamindari, Mr. Justice Benson and Mr. Justice More referred at considerable length to the Regulations of 1802 and 1822 and to the decisions in 20 Madras, 299 and 23 Madras, 318 and finally wind up their judgment by concluding that "in regard to these waste lands the zamindar is no doubt the proprietor by virtue of Regulation XXV of 1802 and his claim to the trees growing on the waste lands was rightly allowed." The judgment cannot in any sense be regarded as being particularly favourable to the zamindars because both the learned judges accept the view as to kudivaram rights in cultivated lands taken in 20 Madras, 299 and the Cheekati case, 23 Madras, 318 and this itself is sufficient to show that even if the existence of rights of occupancy in cultivated lands in estates prior to the passing of the Madras Estates Land Act is to be accepted, waste lands however would stand on an entirely different footing and the zamindar would be in respect of them the undoubted proprietor.

The rights of a jaghirdar to certain hills situated in his Jaghir came up for decision in 28 Madras, 69. Mr. Justice Subramania Ayyar and Mr. Justice Bodam who gave that decision referred to the fact that in the document prepared at the Inam Settlement no express reference was made to the hills and that the hills and similar uncultivated poramboke were not taken into account in estimating the income of the village for the purpose of fixing the quit-rent. Notwithstanding this however their Lordships held that the hills were included in the Jaghirdar's property.

Mr. Justice Sankaran Nair and Justice Sadasiva Ayyar in 24 Madras, 31 and Mr. Justice Benson and Mr. Justice Bakewell in 24 M.L.J., 36, held that the words "besides poramboke" occurring in an inam title-deed had the effect of conveying to the inamdar not only the cultivated wet and dry lands of the village but also constituted him proprietor of all unassessed waste of the village, other than communal property such as burial grounds, temple sites, threshing-floor, etc. To the extent that these decisions denied to the inamdar or zamindar proprietorship in river beds they can no longer be regarded as good law in view of the decision of the Privy Council in 40 Madras, 386, and this was acknowledged by Mr. Justice Sadasiva Ayyar himself who was a party as already stated in M.L.J., 31, in a later judgment delivered by him after the Urlam case and reported in 36 M.L.J., 203.

29 M.L.J., 276, a judgment of Sir John Wallis, C.J., and Mr. Justice Coutts Trotter reiterated the position that the words "besides poramboke" in an Inam Title Deed are sufficient to confer rights in all unassessed lands in the village.

In 36 M.L.J., it is pointed out as was done also in 24 M.L.J., 31, that the word poramboke is loosely used in many senses and that whatever land does not yield revenue to Government is usually known as poramboke though several kinds of lands may be included in it. Their Lordships then proceed to distinguish between burning and burial grounds, temple sites, threshing-floors, etc., which are communal porambokes and which are vested in Government for trust or communal purposes, and river porambokes, channel porambokes, waste lands, etc., in which the community has no rights and which are the property of the zamindar or the inamdar as the case may be and the description of which as poramboke is only justified by the fact that they do not yield any revenue to the Government.

40 Madras, 722 is still another case where is dealing with the zamindari of Sivaganga Sir John Wallis, C.J., and Mr. Justice Seshagiri Ayyar laid down that the presumption as regards waste land, jungle or forest land in a zamindari is that the zamindar is the owner not only of the melvaram but also of the kudivaram and that the onus is on the ryots to show that the kudivaram right is vested in them. The proposition that the zamindar owns an absolute estate in forest land was accepted without question by Mr. Justice Krishnan in 20 L.W., 478 in a case which arose from the Vizianagram Estate and 40 Madras, 722, was cited and followed. In regard to puntas or public

pathways in zamindaries the question has arisen as regards the ownership of the sub-soil. It is unnecessary to refer to earlier decisions as a recent judgment of Mr. Justice Varadachariar in 71 M.L.J., 749, gives a resume of the case law and winds up as follows :—

“ There can thus be no doubt that whether the punta was in existence prior to the Permanent Settlement or came into existence after the Permanent Settlement, the zamindar as the owner of the adjoining land will also be the owner of the soil of the puntha, and of the tree growing on it subject to the rights of the people using it as a highway.”

In the course of his judgment his Lordship observes that it will be too late at the present day to maintain that even in respect of rivers bounding or flowing through a zamindari the bed continues to be vested in the Government and that the principle that the proprietor of the adjoining land is also the owner of the bed of the river *ad medium filum* had been recognized in several Indian decisions. His Lordship also points out the special footing on which cremation grounds and communal porambokes of like nature stand in respect of which the learned judge states that the theory is that it would be presuming a violation of trust if it were to be held that Government would have assigned to the inamdar or zamindar land which the Government were bound to preserve for communal use of the village.

It may therefore be stated that in every case which had to deal with this question it was held without exception that the proprietary right of zamindars in what can be described as non-communal porambokes has been recognized and enforced. I would therefore venture to state that the view of my colleagues are erroneous in law and are opposed to the true scope and effect of the Permanent Settlement as has been interpreted in the decisions of the highest courts.

In paragraph 27 of the instructions to the Collectors, dated 15th October 1799, it was stated that it is well known that in the Circars there are very extensive tracts of uncultivated arable and waste lands forming part of every zamindari and that these are to be given up in perpetuity to the zamindars free of any additional assessment. Reference has already been made in dealing with rents in waste lands to other State papers in which it was stated that it was the policy of the Permanent Settlement to place the waste lands at the absolute disposal of the zamindar leaving it to him to settle his own terms in respect of them.

If therefore the zamindar is the real proprietor of all the jungle and unassessed waste lands, it is next to be considered what the rights if any of the ryots of the village are in those classes of lands. It is difficult to understand the reference to natural rights in regard to the right of grazing, of cutting fuel for domestic consumption or of gathering leaves for manuring the lands or cutting wood for agricultural implements. Rights of this kind have never been treated or described as natural rights, which is an appellation applied to rights detailed in section 7-B of the Indian Easements Act, which states “ that every owner of immovable property has the right to enjoy without disturbance all the natural advantages arising from its situation.” The rights that are claimed on behalf of the ryots cannot be said to be natural advantages arising from the situation of the property in their occupation. They are strictly speaking customary rights or profits *a prendre* and they can only be established by clear evidence of immemorial custom. It would therefore have to be determined in the case of each village whether there is any custom of the locality by reason of which ryots are entitled to one or other of the privileges now claimed. In dealing with customary rights it must be borne in mind that a custom could be inferred only if the acts covert were done as of right and without the leave and licence of the owner of the land over which those acts are done. The following passage from the judgment of the Nagpore High Court, 20 Nagpore Law Journal, 131, may usefully be referred to in this context. Stone, C.J., and Mr. Justice Niyogi state the law as follows :—

“ The enjoyment of a right claimed to exist under an alleged custom must be enjoyed as of right, that is to say, all acts must be done under or by virtue of the custom. In order to establish the custom all acts must have been done without violence, without stealth or secrecy or without leave or licence asked for or given either explicitly or impliedly from time to time. No act which can be ascribed to a licence can ever support a claim of custom. A zamindar is the owner of the forest and of the waste lands lying within his zamindari and a proprietor can permit his tenants to graze their cattle on land which is not the communal land of the village and to take dead wood, etc., from the forest or waste lands on payment of certain charges prescribed by him. But that is purely a matter of contract between the zamindar and the tenants. A right

which can be so ascribed on payment of fees or charges can hardly be regarded as a customary right notwithstanding that the right has been exercised for a long series of years."

It is unnecessary again to refer to the well-known attributes of a valid custom, particularly that a custom must be definite and immemorial and must not be unreasonable. If there is no known limitation to the number of persons entitled to enjoy the rights in respect of which a custom is set up, it may easily be inferred to be unreasonable. This is pointed out in the following passage from 9 Calcutta, 698:—

"According to the custom set up there is no limitation to the number of persons entitled to enjoy it. The tenantry may increase to any number so that according to the custom an unlimited number of persons can take away the profits of private property and nothing may be left to the owner."

The same principles have been reiterated in 1930 Allahabad, 388, and various other decisions. In that case it was held that "one or more inhabitants of a village taking wood from the jungle of the landlord without the latter's knowledge cannot by so doing for any length of time acquire the right to cut and appropriate the wood contrary to the wishes of the latter; similar acts done with the permission or acquiescence of the owner being referable to the licence express or implied cannot likewise confer a right as against him. A court should not decide that a local custom such as cutting wood from the jungle exists unless the court is satisfied by the evidence that the enjoyment of the right was not by leave granted or by stealth or by force." The Allahabad judges further observe that "if the inhabitants of the village can be assumed to have the right to cut wood from the jungle, they can cut out the whole jungle," which in their opinion would make the custom unreasonable and therefore invalid.

It now remains to consider whether it has been established that the pasturage or other rights which the ryots claim can at all be said to be established either by the evidence which has been adduced before us or by judicial recognition. The evidence which has been adduced before us has been of a very vague character. Extensive rights are claimed on behalf of the ryots but little or no evidence of any value has been adduced to show that these rights have been exercised from time immemorial to the knowledge of the zamindar without his permission and without any payment to him. On the other hand several ryots have themselves admitted the collection of pasturage fees and other fees by zamindars, which the ryots complain are excessive. The documentary and oral evidence produced on behalf of the zamindars also clearly makes out that the exercise of rights of pasturage or of collection of green manure by the ryots has always been accompanied by some payment or other to the zamindar. My colleagues again have not cited in support of their conclusion any decision which has recognized the rights that are being put forward by the ryots in this respect. On the other hand as I shall presently show, pasturage fees were being collected even before the time of the Permanent Settlement and in zamindari areas still continue to be collected. This has been stated in several State papers and in judicial decisions. Paragraph 14 of the Instruction issued to Collectors, dated 15th October 1799, states that the income from pasturage ground was reserved for the zamindar at the Permanent Settlement. It was originally collected under the head of Sayer. When the income which was being derived under the generic head of Sayer was excluded from the Permanent Settlement, it was distinctly provided in the paragraph above referred to that the rent derived from pasturage grounds should be the property of the zamindar and should form the basis of the settlement of peshkash. The paragraph reads as follows: "This assessment of Sayer is however not meant to include the rent derivable by the proprietor from orchards, pasture grounds or for warehouses, shops or other buildings, the same being for the use of the grounds or in other words ground rent; though these have been sometimes classed under the general denomination of Sayer, such rents being properly the private right of the proprietor and in respect a tax or duty on commodities, exclusive of Government."

The Circuit Committee who carried on their investigations between 1782 and 1786 refer in their report to the income from pasture grounds in respect of every zamindari in the Northern Circars. In the peshkash commission reports of various zamindaris again this is enumerated as a source of revenue. Dealing with the Vizianagaram zamindari Mr. Webb, the peshkash Collector, refers among other things to "certain classes of collections hitherto classed with the Motarpha but which the following enumeration whereof will evince to be of a territorial nature, assessment upon mango and date topes and tax upon banyans and oil-sellers and other shops equivalent to a quit-rent for the ground occupied and upon cow-keepers and fishermen as a consideration for the benefit derived by the former from the use of pasturage and by the latter from the sea, river and tank fisheries." In their report dealing with other Estates Mr. Webb and Mr. Alexander expressly enumerate the same sources of revenue and invariably include the income from pasturage in their calculations.

In describing the revenues which the Government was deriving from the Nellore district, Mr. Deighton in January 1791, mentions the tax on grazing cattle and estimates it at Rs. 10,000.

In Boswell's Manual of the Nellore district, page 528, it is stated that as early as 1808, Mr. Frazer, Collector of Nellore, not only levied a tax of 8 annas per head of cattle which was collected in September and again at the Pongul feast but that all Kancha (pasture lands) also be sold by auction. The different kinds of pasture that were in vogue in the Nellore district, when it came under the British rule such as Maktha pulleri, Anamack pulleri, Alaga pulleri and Yenika pulleri are elaborately described in the same manual which it is unnecessary to set out here. By Government Order, dated 13th November 1867, No. 2676, Land Revenue Department, the pulleri tax of Nellore was however abolished and a principle was laid down for the future that out of the waste of each village an extent equal to 30 per cent of the area occupied for cultivation should be reserved for common grazing free of charge and that the surplus waste if sufficient in extent to make it worth while to adopt the system be leased out for one or two years at a time for the highest bidder, it being of course understood that no land will be kept waste for grazing if sought for occupation on full assessment. It is therefore clear that there is nothing new in the levy of pasturage fee which existed even before the Permanent Settlement and which the Government itself was collecting in ryotwari areas. The collection of fees is itself sufficient to negative the existence of any customary right of pasturage. If the Government has in certain villages set apart a portion of the waste land for free pasturage it is a concession deliberately made which cannot be availed of as an argument in support of the existence of any ancient or customary rights in the tenantry.

It may be useful here to refer to a few decisions of the Madras High Court, where the legal position in regard to grazing rights in pasture grounds had to be considered. In 38 Madras, 738 the plaintiff was the Rajah of Venkatagiri and the defendants were the tenants of certain pasture lands. It was found that pasture rent was being collected for the use of these lands till fasli 1317 at the rate of 5 annas 1 pie per acre for over 40 years. In the muchalka for fasli 1317-18 the defendants agree to pay rent at a higher rate if any person applied for the grant of lands on darkast for purposes of cultivation. The suit was brought for ejectment of the defendants on the ground that when notice was issued to them to take up the lands themselves at the higher rate they failed to take them up. Mr. Justice Sadasiva Ayyar and Mr. Justice Tyabji held that the defendants had no occupancy rights in the lands, that the sums payable by them were not rent within the meaning of the Estates Land Act, that the lands let to them for pasture purposes were not communal pasture lands and that the tenants were liable to be ejected.

31 M.L.J., 211 is another case which related to grazing rights in the village Velikallu in the Venkatagiri Estate. This again was a suit for ejectment against the defendants who were in possession of certain lands leased out to them for pasture purposes. The defendants pleaded that they were the sole owners of the lands subject to the payment of an annual rent to the zamindar and that the annual auctions held by the plaintiff were merely auctions of the right to collect the fees which they paid for grazing their cattle. It was found that the suit lands called the kancha of the village had been leased out only for grazing for fifteen or twenty years before the passing of the Madras Estates Land Act, from 1894 to 1899 to one Narayanaswami Nayudu and afterwards to a number of pattadars at Velikallu village, the rent being at first Rs. 500 and finally Rs. 600. Sir John Wallis, C. J., and Mr. Justice Philips held that there is nothing to support the defendants' contention that the lease was a lease of the right to collect grazing fees, that on the other hand it was a lease of the right of grazing. In this state of things their Lordships observed that the zamindar is *prima facie* owner of the waste lands in his zamindari and the evidence which has been just referred to shows that he is the owner. According to this decision, therefore, it is clear that the zamindars' right was not merely confined to the collection of the customary fees from ryots who had a right of grazing which could not be terminated by him. On the other hand it was distinctly held in the above decision that the zamindar is the full proprietor of waste lands in which he could confer the right of grazing on his own terms for definite periods on the expiry of which he could recover possessions of the lands. In a case reported in 31 M.L.J., 214 Mr. Justice Sadasiva Ayyar and Mr. Justice Moore similarly negative similar claim of occupancy rights in pasture lands which were set up by certain ryots of the Pithapur Estate.

Turning to the provisions of the Estates Land Act, it is clear that that Act does not recognize rights of free pasturage. On the other hand zamindars' right to collect pasturage fees is recognized in the definition of rent in section 3, clause 11 (b), while section 6, clause 2 provides that admission to waste land under a contract for pasture of cattle shall not by itself confer upon the person so admitted a permanent right of

occupancy. The rights and obligations of the zamindar and the person referred to in section 6, clause 2 are regulated by the contract entered into between them so that not only is the payment of liable to enhancement but the lessee himself can be ejected on the expiry of the term fixed in the contract.

In G.O. No. 267, Land Revenue, dated 12th November 1867, it was stated that the kancha system has been in vogue in various Government areas in the Nellore district, that in 1867 when the Government abolished the pulleri system and provided for some common pasturage they also introduced the kancha system by which tracts are annually or biennially rented out to the highest bidder in suitable lots for pasturage care being taken that the lots to be put to auction are not unduly monopolised by one man or by a clique in the village. The kancha system now obtains in the Venkatagiri Estate as also in the other zamindaris in the Nellore and Chittoor districts and in the Vizianagram Estate. From the definition of the kancha in the Government Order referred to and from the decision in 31 M.L.J., 201 it is clear that the leading ryots of the village who come forward to take these kanchas on lease for fixed periods, 3 or 5 years, neither they nor the ryots of the village from whom the lessees of the kanchas collected their respective quotas of the lease amount have anything like a proprietary right in the lands leased to them.

In regard to the complaint that has been made before the Committee that the rates charged for the grazing of cattle are excessive has not at all been made out. Those complaints have been made particularly with reference to the Parlakimedi, Vizianagram and the Venkatagiri Estates but it is clear from the statements furnished on behalf of these estates that their rates are generally lower than the rates charged by the Government. In the Vizianagram Estate the charge per head of cattle is 8 annas. The forest offices of the estate stated that the rates in that estate are lower than the rates charged by the Government in the neighbouring areas and that even in Salem and Coimbatore districts the rates charged by the Government on the grazing areas ranged from 12 annas to one rupee. In the Venkatagiri Estate the grazing rates are on an average 2 annas 5 pies per acre and 3 annas 1 pie per head of cattle. The estates have furnished details of the extent of grazing lands available, the number of cattle and the pasturage fees collected. The rates in the Government areas in the Nellore district are much higher.

In my opinion the complaint of certain ryots in the Venkatagiri Estate that the amounts for which kanchas are leased have been considerably increased in recent times has not also been made out. No tangible evidence was adduced to prove this complaint and even if there was any increase it must be remembered that the rates now charged are considerably less than those charged by the Government in neighbouring areas, which is sufficient to show that the rates charged by the estate are quite reasonable.

The other grievance that there are no sufficient unreserved forests in several estates cannot exist in respect of estates in regard to which the Forest Act has been extended for before the Act is extended the respective rights of the landholder and the tenant are carefully investigated by the Collector and generally sufficient unreserves are provided for before the Act is extended. This was what happened in the case of the Jeypore, Parlakimedi, Bobbili, Kuppam, etc., estates to which the Forest Act has been extended.

Even in respect of other estates like Venkatagiri, there is no proof that the ryots were denied the use of pasture lands. The kanchas are being leased year after year and any trouble which has arisen is due to the avarice of the lessees who take out kanchas on lease and with a view to make considerable profits for themselves exact from the ryots heavy amounts which the latter find it burdensome to pay.

In regard to goat-browsing there is no substance in the complaint, because similar restrictions obtain in Government areas and in the absence of such restrictions it would be impossible to develop a forest. Among the several suggestions made on behalf of the ryots two may be noticed. One is the establishment of Forest Panchayats and the other is the extension of the Forest Act to estates to which it has not already been extended. The first admits of a short answer. If the system by Forest Panchayats has miserably failed in the Government areas it cannot with reason be suggested that it can be extended to zamindari areas. As regards the second proposal it deserves favourable consideration. Wherever the Forest Act has been extended the results have been beneficial. Before the extension of the Act, the question of reserves and unreserves will have necessarily to be gone into and the relative rights of the zamindar and the ryots will have to be investigated. And consequently there would be no room for friction or discontent. But the extension of the Forest Act, however, may not be feasible except in the case of big zamindaris which have a large area of forest and grazing grounds. In the case of smaller estates a suitable method would have to be decided by which while the rights and the income of the landholder are not affected, facilities are provided for the grazing of cattle, etc. to the ryots.

As regards the claim put forward on behalf of the ryots that they have or should be given the right to collect green manure and to cut wood for agricultural implements, it is doubtful in the first place whether any such right has been established against the zamindars and secondly whether such a customary right, if established would not be invalid for unreasonableness as pointed out in 9 Calcutta, 698 and 1930 Allahabad, 338 already referred to as the unrestricted exercise of these rights would lead to the denudation of the forests. If, however, any legislation is contemplated in this behalf, the legislature should prescribe the rates to be collected and the quantity which is to be allowed to the tenant. The evidence adduced before us only shows that the forest estates where ryots collect green manure the practice is for them to apply to the landholder for the grant of the necessary permits specifying the quantity to be taken by each ryot, the area within which the material is to be collected and the period within which he has to take the same. Moderate fees are charged in some estates while in others the fees are only nominal. Any contemplated legislation must therefore regulate the exercise of these rights as it would otherwise be impossible to conserve the forests.

With reference to communal lands again, I would express my opinions very briefly. Apart from communal lands strictly so-called like threshing floors, cattle-stands, etc., it is not correct to speak of the beds and bunds of tanks or of drainage supply or of irrigation channels as communal lands. They are, as I have already pointed out, the property of the zamindar and in no sense do they belong to the village communities. It is true the assessment in respect of such lands was taken into account at the time of the Permanent Settlement. But that does not mean that the property in them did not pass to the zamindars. On the other hand, the Privy Council in 40 Madras, 886 distinctly say that property in such lands did pass to the zamindari. As regards the proposals made by my colleagues I again regret I cannot agree with them. While the present section 20 of the Estates Land Act provides that a communal land may revert to the person who is found entitled to reversion if it ceases to be used for the purposes for which it was intended, my colleagues suggest that it should not so revert even in such contingency or to use their own expression 'once a communal land always communal land.' I am unable to see either the reason or the propriety of the suggestion. The very idea of reversion presupposes that it was at one time the property of the person to whom it is to revert, that it was dedicated for communal purposes and that on its ceasing to be utilized for such purposes the property in it would therefore assert itself.

I cannot agree to the proposal that if any fresh lands are acquired for the purposes of the community the cost of acquisition should be borne by the zamindars or by the ryots who had wrongfully encroached on the communal lands or to the suggestion that there should be no period of limitation at all for removing encroachments on communal lands. It is not right to interfere with the longstanding possession even if it originated in an illegal act. Recent amendments of the Estates Land Act in regard to communal lands have made adequate provision for the conservation and the acquisition of communal lands and in my opinion there is no need for any further amendments.

CHAPTER VIII.

REMISSIONS.

In the matter of remissions again I regret I have to differ from my colleagues. The grounds urged by my colleagues in support of their recommendation that remission should be made compulsory are (a) the right to claim remission is an elementary right, (b) so long as a share of the produce was collected as rent the grant of remission followed as a matter of course when the crop failed, (c) while the landholder agreed not to ask for remission of peshkash because he had a large margin of profit, he has been unjustly trying to apply the same principle to the ryot. Before discussing the grounds urged by my colleagues in support of their proposals I may point out the curious inconsistency in the position taken up by them. While stating on the one hand that the rents were permanently fixed at the time of the Permanent Settlement in this part of their report, however, my colleagues come to the rather strange conclusion that the rents are liable to be reduced on the ground of a failure of crops.

No attempt has been made to substantiate the proposition that the right to claim remission is an elementary right. On the other hand one should have thought that just as it is not open for a zamindar to ask for more than the stipulated rent on the ground that the ryot realized in the particular year more than the average crop it is equally not open to the ryot to ask that he should be exonerated from his obligation to pay the stipulated rent on the ground that the crop was below the average. I would with great respect state that there is no point in reverting to the crop-sharing system. It is true that under the waram system in times of failure of crops the ryots delivered by way of rent much less than what they gave in years of a full or an average crop. It must be

remembered that if the zamindar realized very little rent in bad years, he realized very good rents in years when there was a bumper crop. When rents became commuted into cash, the amounts were fixed on the basis of an average struck for good and bad seasons. As regards the payment of peshkash there is no reason why the zamindar should not get a remission of a portion of the peshkash when he is compelled to grant remission in his cash rents on the ground of a failure of crops. I am not able to see why the peshkash and the rents are to be treated differently and why the zamindar should be compellable to pay the fixed peshkash if he is to be deprived of a portion of the rent by way of remissions in the year or years concerned.

While the zamindars are stoutly opposed to the proposal for compulsory remission it must be pointed out that most of the zamindars have as a matter of fact been granting large remissions in years of drought or on the ground of a heavy fall in prices. In fasli 1336 when there was a failure of crops the Venkatagiri Estate remitted as much as 1,35,000 rupees. In faslis 1342 and 1343 a general remission of 12½ per cent on all wet assessments were granted in view of the prevalent economic depression though the Government stoutly refused to grant a similar remission in ryotwari areas. The Diwan of Jaggampeta also gave us details of the concessions given by the zamindarini for some years and the evidence generally shows that similar concessions are being given in almost every zamindari when proper grounds are made out.

I should also point out that remission is not treated as a matter of right even by the Government. Rule 13 of the Board's Standing Orders contains the following: "It should be distinctly understood that these rules and those in Standing Order No. 14 provided for the concessions which will be granted as a matter of grace and are liable to be modified from time to time at the pleasure of the Government. There is no point in comparing the zamindar with the Government. If the Government remits a portion of its land revenue it can recoup its resources by resorting to some other method of taxation which obviously a zamindar cannot do, while he has to meet his obligations in the matter of the payment of peshkash, land-cess, irrigation charges, cost of establishment, maintenance allowances to junior members of the family, contributions to charitable institutions, etc., as usual.

In my opinion the present Estates Land Act provides sufficient relief to the ryot in the shape of a permanent or temporary reduction in his rent when proper cause is shown. Section 38 provides for a reduction of rent on the ground of a permanent deterioration of the soil of the holding or a permanent fall in prices of staple food crops or a permanent failure of supply of water from an irrigation source. The newly added section 39-A provides for the granting of a remission of the rent on the ground of a temporary fall in prices if such a fall exceeds 18½ per cent of the prices current at the time when the rent was originally fixed. Section 141 enables the ryot to obtain a remission of rent when an irrigation work is in a state of disrepair. And section 137-C provides if it is proved that it would not be possible to irrigate any land for a consecutive period of six years the land would be reclassified by the Collector as unirrigated land and the rate of rent to be paid on the land classified could be determined by the Collector. These provisions in my opinion give ample relief to the ryot in the great majority of cases.

I would finally point out that the introduction of a system of compulsory remission in zamindari areas would be clearly expropriatory in character and would offend against the provisions of section 299 of the Government of India Act.

CHAPTER IX.

CONVERSION RATES.

I have gone very carefully through those parts of the report where my colleagues work out what they describe as the conversion rate in respect of the Vizianagram and the Bobbili estates adding that a similar procedure should be adopted in regard to other estates in calculating the conversion rate. I must state that the whole process of calculation adopted by my colleagues is fallacious.

Dealing with the Vizianagram zamindari my colleagues first take its area in square miles as 2,334.6 out of which they exclude 318.20 square miles as covered by reserved forests and 167.20 square miles as covered by unreserved forests. After the exclusion of the area of the reserved and unreserved forests my colleagues take the resultant figure of 1,849.76 square miles as the extent of arable land. This, I must point out, is the initial mistake. Apart from the areas actually covered by forests whether reserved or unreserved, there would be extensive sandy tracts, hills, large stretches of land of rocky soil, beds and rivers and lands of the like nature which are altogether unfit for cultivation. Besides these there would be village sites, threshing-floors, cattle-stands, burial-grounds and other communal porambokes and tank-beds, irrigation supply and drainage channels

which have all got to be excluded before the area of the arable lands can be ascertained. The initial assumption therefore of my colleagues that the extent of arable land is arrived at by taking the total area of the estate and deducting out of it merely the area of reserved and unreserved forests, is a hopelessly incorrect basis to start with.

Secondly my colleagues are wrong in assuming that the figure 110,324 garces given as the total arable ground in Mr. Webb's report is at all a reliable figure. Admittedly there was no survey of any kind at the time. According to my colleagues who quote from Mr. Carmichael's Manual of the Vizagapatam district, a garce represents such an extent of ground as would produce a garce of grain dry or wet. The measure was therefore in terms of the produce and not in terms of the extent. The figure given by Mr. Webb that the total arable land in the estate would be about 110,324 could only have been based on the figures furnished by the karnams who in addition to an approximate estimate of the produce which was actually being derived, would have added a few garces to indicate what in their opinion would represent the scope of further cultivation. It is idle to assume that Mr. Webb based his figure on anything like an estimate of the probable produce which could be raised on every bit of available cultivable land in the estate. Again one's conception of arable land varies from time to time. What is considered not cultivable at one time may be considered fit for cultivation at some later time and this is what actually happened in recent years in several dry areas after the introduction of the groundnut crop. Lands which were previously considered absolutely worthless for cultivation of any kind are now utilized for raising groundnut. It would, therefore, be most misleading to assume that when Mr. Webb spoke of arable land on such reports as were furnished to him by the karnams or by the estate officials his ideas of what lands are arable and what lands are not fit for cultivation would agree with what lands we now consider to be fit or unfit for cultivation at the present time and in view of the economic conditions now prevailing. With the pressure of population and the rise in prices, lands the cultivation of which was previously considered uneconomic would be and are being brought under cultivation. It is therefore to say the least a most unjustifiable assumption on the part of my colleagues to base their calculations on the figure of arable lands as given by Mr. Webb as if he meant to include in that description every square inch of soil which we now consider to be fit for cultivation. It should also be noticed that Mr. Webb gave only the extent of arable land. He does not give the extent of the communal and other porambokes or forests which were then existing. It is well-known that there has been considerable denudation of forests and it is quite probable that the extent of forests in the estate in 1802 was very much larger than the present extent. The figure in terms of garces would have been furnished to Mr. Webb by the karnams and estate officials who would be interested in making out that there was much scope for extension of cultivation with a view to bring down the amount of the peshkash that may be settled.

Starting on the two incorrect assumptions above adverted to, my colleagues proceed to divide 1,849.76 square miles or their equivalent 1,183,346 acres by 110,324 garces and arrive at the conversion rate that 1 garce of land equals 10.7 acres. Having arrived at that figure they proceed to apply it to 49,931 garces which was shown to be cultivated land in 1802. So calculated the extent of cultivated land in 1802 would come to about 534,000 acres. The present cultivated extent is 524,000 and odd acres. By the process of calculation adopted by my colleagues therefore we arrive at the startling result that the extent of cultivation in fasli 1346 is deficient than the extent of cultivation in 1802. One has only to state this to show how baseless and misleading these calculations are.

A separate conversion rate is worked out for wet lands. The process is as follows: 39,310 garces was shown as low land at the time of the Permanent Settlement in the tabular statement appended to Mr. Webb's report. "Wet land in fasli 1346 according to survey is 241,408 acres. Dividing 241,408 acres by 39,310 garces it comes to 6.1 acres as the conversion rate for wet. It is obvious that this calculation assumes that every bit of land now classed as wet or on which wet crops are raised was so regarded in 1802 also. We know from experience that large extents of dry land have been converted into wet in almost every estate so that it is not only conceivable but quite probable that what were classed as dry lands in 1802 was greater in extent and that what were classed as dry lands were subsequently converted into wet in 1802. In fact it might have and would in several cases have happened that what was uncultivated land in 1802 became dry and at still later times wet lands so that the assumption that what was wet in 1802 and no more is the wet land now existing in the estate is an assumption for which there is no warrant at all in revenue experience. Having assumed what really has got to be proved and having quoted the extent of low lands as given in terms of garces in Webb's report in the acreage of wet cultivation in fasli 1346 as found by survey, my colleagues work out the conversion rate as 1 garce equals 6.1 acres.

The calculations made in respect of dry lands yield even more startling results. According to my colleagues the dry area at the time of the Permanent Settlement was 384,102 acres whereas the extent of dry cultivation in fasli 1346 was only 281,692 acres. Or in other words that dry cultivation in the estate has gone down by about one lakh of acres. The conversion rate for dry lands is worked out as 20 acres per garce. It must at once be pointed out that the accepted conversion rate of 1 garce in Vizagapatam district is 2 acres for wet land and 4 acres for dry land (vide Vizagapatam District Gazetteer, page 132). It was on this basis that this conversion rate was adopted in Government accounts themselves particularly in 2 Gani accounts and the accounts prepared at the time of the Inam Settlement. My colleagues give no reasons whatever for not following the accepted conversion rate which is based on experience and not on a priori reasoning.

As a result of similar calculations made with reference to the Bobbili Estate my colleagues found that the conversion rate for wet lands works out at 3·7 acres for dry lands, at 23 acres for wet lands and for the wet and dry lands taken together at a little over 9 acres per garce. The very disparity between the figures arrived at in the Vizianagram and Bobbili Estates is sufficient to show that the calculations are hopelessly imaginary and have no real relation to facts, because it cannot possibly be suggested that there is one conversion rate for one estate and another conversion rate for another estate in the same district. These expressions would have a common acceptance and common meaning throughout the district and it is impossible to assume that a garce was understood in the Vizianagram Estate to signify 6 acres of wet land while in the neighbouring Bobbili Estate it was used to denote 3·7 acres.

The matter may be viewed from another point of view also. If a garce signifies that extent of ground on which a garce of dry grain or wet grain is raised, and my colleagues concede this, it is very easy to show that the conversion rate worked out by them has no relation whatever to the facts. There are wet lands in the Bobbili Estate yielding 1 garce or above on 6 acres of land. Some lands may yield 25 puttis and 20 puttis under river channels. Tank-fed land may yield 10 or 12 puttis per acre. On an average therefore it was taken that the yield per acre would be about 15 puttis on the basis of which the conversion rate was fixed at 2 acres per garce of wet land. The yield of ragi and other crops raised on dry lands is 5 to 10 puttis per acre. Taking the average at $7\frac{1}{2}$ puttis or $\frac{1}{4}$ of a garce the dry conversion rate was worked out at 4 acres per garce. According to the calculation made by my colleagues 6 acres of land would be needed for raising 1 garce of wet grain while 20 or 23 acres of dry land would yield only 1 garce of dry grain. I am sure my colleagues were not alive to the implications of the conclusions they were arriving at. I may also point out that according to Mr. Alexander's report the extent of uncultivated high ground in the Bobbili Estate was 25 garces while the extent of uncultivated low ground was 15 garces. According to the Report of the Circuit Committee from which my colleagues freely quote the average produce for three years preceding their report was fixed at Rs. 1,18,347. To the above sum Rs. 6,957 was added on account of Manyam Kattupadi Nizzars but on account of the capability of improvement of the zamindari the Collector proposed to take the average gross land revenue on the zamindari at Rs. 1,35,000 and to fix Rs. 92,000 or two-thirds as the peshkash. The dowl added for future improvement therefore was Rs. 10,000. If there were only 55 acres of wet and 575 acres of dry uncultivated land available, an addition of Rs. 10,000 to the annual gross revenue would ridiculously high. It is therefore, I submit, obvious that the extent noted as uncultivated in Mr. Alexander's report should not be regarded as representing the utmost extent to which cultivation could be extended in the estate. It would seem as if the land described as uncultivated in the reports of Mr. Webb and Mr. Alexander represented only land which was once cultivated but which had temporarily gone out of cultivation and did not include lands which were never previously cultivated or banjars. Extension of cultivation over this last class of lands has been so universally known that the best and strongest refutation of the accuracy of the calculations made by my colleagues is furnished by the fact that they lead to the impossible result, namely, that notwithstanding the large increasing population and the consequent pressure on the land and the rise in the prices of food-grains, there has not only been no extension of cultivation throughout the whole of the last century and the present but there has been as a matter of fact material diminution in the extent under cultivation.

The Committee state with reference to the Bobbili Estate that all land excluding what was unproductive and which was consequently set apart for grazing purposes have been under cultivation even at the time of the Permanent Settlement and that there was no room for extension since then. The rent value statements filed by the estates once in every three years in the Collector's office during the last sixty years would

clearly show a gradual increase in cultivation year after year up to this date. It is inconceivable that the zamindars or his officials would have given false statistics about extension of cultivation and unnecessarily pay land cess on the excess areas which according to the Committee were altogether non-existent.

In the Statistical Atlas of the Madras Presidency revised and brought up to 1930 there is a statement, appendix 6, showing holdings and revenue for a series of years of Government villages in the Vizagapatam district. (Vide 20, 21 and 22.) It would be noticed from the above that there was considerable extension in cultivation in the last 54 years. While the total extent of cultivation was 76,892 acres in fash 1276 it rose to 174,179 acres in fasli 1330. The assessment also similarly rose from Rs. 1,34,558 to Rs. 5,62,284. In other words the extension of cultivation more than doubled itself, to be very exact, is 126 per cent more than the original cultivation while the assessment trebled itself during the same period. When there was such extension in cultivation and consequent increase in the revenues charged on such extension in Government villages, the only natural inference would be that there must have been a similar extension in the zamindari lands and consequent increase in the total rent derived by the zamindar by reason of this extension. It seems to me therefore that the process adopted by my colleagues in the matter of the calculation of the conversion rates and the conclusions arrived at by them are assailable from every point of view. It is to be remembered that the Bobbili Estate was never surveyed and that the area referred to whether in official or estate records can only be very rough and could not therefore be relied upon for deciding an important question like the conversion rate or the extent to which cultivation has increased since the Permanent Settlement. So far as I am aware the Committee never asked that evidence should be let in on this point and I do not think even the ryots did or could state that there has been no extension in cultivation at all. If it is desired that this question should be fully investigated I would suggest that a responsible Revenue and Survey Officer may be deputed to enquire into the matter with reference to official and Estate records. With great respect to my colleagues I would add that it is not fair that this question should be decided arbitrarily by the Committee by comparison of a few stray figures taken from official records without any regard to the circumstances in which and the purpose for which these statistics were prepared and without directing the attention of the parties to the point at issue and giving them adequate opportunity to establish their contentions in respect thereof.

There are still one or two other matters in regard to the Bobbili Estate which deserve special mention. My colleagues state that there is no basis or truth in the statement that grain rents prevailed at all in the Bobbili Estate in the years preceding the Permanent Settlement and that the Zamindar was taking 2/3 leaving only 1/3 to the ryot. This conclusion of theirs is based upon the fact that the Estate was made over to the Bobbili Zamindar only in 1296 or two years after the death of the Rajah of Vizianagram in the battle of Pamanabham, and that in the Vizianagram Estate money rents were imposed and grain rents were abolished and a rent of Rs. 10 per garce of dry or wet land was fixed. This I submit is most unsubstantial material, if it could be called material at all on which to base one's judgment when direct evidence is produced to show that in the accounts of faslis 1207, 1208 and 1209 grain rents were being collected. In the Delta villages of the Kavittie Tana which are fed by Nagavalli river channels the estate used to get a grain rent of nearly 3,500 garces per fasli. After the Estates Land Act was passed the ryots of Labham and Gutta Villi filed suits under section 40 of the Estates Land Act for commutation. They raised the plea that originally money rents alone were paid on the suit lands and that subsequently grain rents coupled with money payment came to be imposed. On behalf of the estate it was contended that grain rents were in existence even at the time of the Permanent Settlement. The following extract from the judgment of the Suits Deputy Collector of Vizianagram in S.S. Nos. 453 to 521 of 1908 dealing with this point is worth quoting: "It is not true as is stated by the plaintiffs that money rents were paid formerly and that grain rents have recently been substituted. The accounts of the Permanent Settlement show that grain rents prevailed long before that time—vide Exhibits XXII and XXIII."

It may be mentioned that Exhibits XXII, XXII-A and XXII-B were public copies of khambogatta accounts for Gutti Villi village for faslis 1207, 1208 and 1209, respectively. Exhibit XXII-C was a consolidated account for that village for the three faslis. Similar accounts were filed for the village of Labham also and they were marked as Exhibits XXIII to XXIII-C. Lower down in the judgment the Suits Deputy Collector states as follows: "The system of rent in kind is an ancient one. In times when owing to want

of communications, facilities for conveying produce of lands from one place to another place was scarce and money was not easily forthcoming ryots certainly preferred paying their rent or revenue in kind to paying it in money. In fact so late as the time of the Permanent Settlement it was considered necessary in the interests of zamindari ryots to encourage zamindars to receive rents in kind as payment of cash worked a hardship on the tenants. Vide Exhibit XXI (Extract of Circuit Committee Report, paragraph 47, page (9))." The District Court in Appeals Nos. 272 to 394 of 1911 and the High Court in Second Appeals Nos. 778 to 807, 809 to 814, 816, 819, 821 to 826 and 828 to 846 of 1913 upheld the judgment of the Suits Deputy Collector. The khambogatta accounts of faslis 1207, 1208 and 1209 and the average accounts of the three faslis for the 24 delta villages of Kavitee Tana clearly show that at the time of the Permanent Settlement fixed grain rents were in existence. It is impossible, in my opinion, to ignore these judgments of Courts of Law and contemporary accounts and conclude by a process of inferential reasoning that grain rents could not have prevailed in the Bobbili Estate at or before the Permanent Settlement.

While referring to the Bobbili evidence in regard to the average price of paddy at the time of the Permanent Settlement my colleagues fall into a similar error. While the khambogatta accounts of faslis 1207, 1208 and 1209 quoted in the previous paragraph show that the price of paddy in those faslis was, respectively, Rs. 12, Rs. 12-8-0 and Rs. 16-8-0 per garce working out an average of Rs. 13-10-8 per garce. My colleagues follow the figures from the Collector's reports and the Presidency average published in the statistics which show that the price of paddy at the time of the Permanent Settlement is Rs. 64 for a Madras garce. According to my colleagues this was more than two times the local garce in Vizagapatam so that working backwards the price of paddy per garce in Vizagapatam is stated to be about Rs. 30.

The comparison again of the rates obtaining in the ryotwari areas with the rates obtaining in the estate is misleading. The Government rates referred to by my colleagues are those stated in the District Gazetteer which was published in the year 1908. They are set down as Rs. 2 to 8 per acre of wet and Rs. 2-6-0 per acre of dry. My colleagues do not refer to rates which subsequently came into vogue which go up to Rs. 18 per acre of wet land and Rs. 4 per acre of dry land. I need not repeat what has so often been said that the Government rates cannot form the basis of comparison with the rates obtaining in the zamindari areas. The zamindar has to pay to the Government pesh-cash at half the land-cess assessment on his income. He has several other obligations besides, particularly the maintenance of irrigation works. It is also well-known that every zamindar has to allow for heavy litigation charges almost every year in order to collect rents from recalcitrant ryots and it would therefore be unfair to zamindars to say that they should not collect anything more than what the Government collects in its ryotwari areas.

CHAPTER X.

PATTAS AND MUCHILIKAS.

My colleagues discuss at considerable length the meaning of the word 'patta' and arrive at the conclusion that it is to the ryot what the Sanad-i-milkiyath-isthimrar is to the landholder. There is no need to quarrel with this glorification of what has been held to be a mere record of the conditions of the contract between the zamindar and the ryot, the occupancy right of the ryot being traceable not to the grant of a patta of his original admission to possession of ryoti land. My colleagues take strong exception to the inclusion within the scope of section 50 of the Madras Estates Land Act of occupancy ryots as well as non-occupancy ryots. In their opinion so far as the former class is concerned, it ought not to have been necessary to provide for any fresh exchange of pattas and muchilikas and the provisions of that chapter ought to have been made exclusively applicable only to non-occupancy ryots. Following up their opinion they state that the whole of the chapter dealing with pattas and muchilikas ought to have been repealed when by the Amending Act VIII of 1934 the category of lands known as old waste was abolished. I am unable to see how the application of Chapter IV of the Estates Land Act to occupancy ryots prejudicially affects their interests. The necessity for an accurate up-to-date record of the extent of the holding in persons entitled to it, the amount of rent payable in respect of it and the several other rights and obligations of the landholder and the ryot, is as much useful and beneficial to the ryot as to the landholder. The very object of the patta Regulation of 1802 and the provisions in the Rent Recovery Act of 1865 and that of the chapter in the Estates Land Act is to provide for such an accurate record which would be brought up to date from time to time.

My colleagues now recommend that in respect of lands which were under cultivation at the time of the Permanent Settlement and lands which have since then been brought under cultivation there should be only one patta for all time and that there is no necessity to renew it. Clause 35 of the draft Bill appended to the Majority Report embodies this proposal while clause 31 provides that no landholder shall have power to proceed against a ryot for the recovery of land revenue unless and until he shall have exchanged the patta and muchilka with such ryot or tendered him such a patta as he was bound to accept. This clause has a note appended to it that it shall not apply to a permanent patta granted under this Act. The effect of the note is somewhat obscure but I take it that the object of the note is to enable the landholders to recover their land revenues notwithstanding that there is only one permanent patta and notwithstanding that there has been no fresh exchange of patta and muchilka subsequently. I must however with respect point out that my colleagues are not alive to disadvantages of not exchanging pattas and muchilkas whenever there is devolution of property or a partition of it or a transfer of a whole or a portion of the holding. The landholder must know who the defaulter is before proper and effective steps are taken under Chapters VII and VIII either by way of distraint and sale of the movable property of the ryot or by the sale of his holding. The notice enjoined by those chapters cannot be served on dead persons and without proper service of notice the rest of the procedure would be unavailing to the zamindar.

I am aware that clauses 97 and 98 provide for the recognition by the landholder of a division of the holding or a transfer of a portion of it but I do not find any corresponding procedure whereby fresh pattas and muchilkas can be exchanged and fresh engagements entered into with the transferees of portions of holdings or with persons on whom portions of the holding have devolved by partition or under the law of succession. Such fresh exchange of pattas and muchilkas confining their liability to the rent which is payable in respect of their portions of the holding only would be welcome by the transferees themselves. In fact there has been considerable complaint on the part of ryots that the zamindars are very slow and reluctant to recognize subdivisions and transfers of their holdings and that a whole holding is sold up for default in the payment of rent by a person who owns a minor fraction of it. I have dealt with this complaint and pointed out how it can be remedied to the extent that it represents a legitimate grievance in the chapter on collections. In this context I need refer to it only for the purpose of pointing out that fresh exchange of pattas and muchilkas is as much necessary in the interests of ryots as in the interests of landholders and that, if anything, the ryots are more particular about it than the landholders themselves. In my opinion, therefore, the clauses in the draft Bill in regard to the exchange of pattas and muchilkas require considerable modification. If the right, the extent of the holding and the rent payable are constant, neither the landholder nor the ryot would or need desire fresh exchange of patta and muchilka. But wherever there is a change in any of these factors it is most desirable and necessary for the smooth running of the revenue administration of the estate and in the interests of all parties concerned that fresh pattas and muchilkas should be exchanged.

CHAPTER XI.

COLLECTION OF RENTS.

On the same day on which the Permanent Settlement Regulation (XXV of 1802) was passed XXVIII of 1802 was also passed prescribing the procedure to be pursued and the remedies open to the zamindars in the matter of the collection of rents from their tenants.

This latter regulation conferred on zamindars the necessary powers for the prompt realization of their dues from the ryots affording at the same time adequate protection to the ryots from the oppressive exercise of such powers. The preamble of the regulation ran as follows :—

“ The regulation for empowering landholders and farmers of revenue to distrain and sell the personal property of under-farmers and ryots, and in certain cases the personal properties of their sureties for arrears of rent or revenue and for preventing landholders and farmers of land from confining or inflicting corporal punishment on their under-farmers and ryots or their sureties in the British territories subject to the Presidency of Fort St. George.”

According to the regulation the zamindars may distrain and sell crops and products of the land, cattle and personal property of defaulters but not “ lands, houses or other real property of their under-farmers, tenants and ryots.” No mortgagee, etc., could have a prior claim against crops or gathered products of the land on account of the

"rent or revenue due from the ground, it being the undoubted right of the owner of the land or his representative to consider the produce of it mortgaged to him in the first instance for the rent of the mortgaged land and in default of his rent, being paid as engaged for (or determinable by local rates and usage where there may not be specific engagement) to sell such crops, etc." The zamindar was also empowered to arrest defaulters through the agency of courts; to attach and manage the defaulter's holding; and when the arrear was not recovered within the current revenue year by these means then further to proceed either to sell the tenure of the defaulter if saleable or to eject lease-holders or the tenants whose right of occupancy depended on payment of certain rents.

2. Under the Rent Recovery Act (Act VIII of 1865), the landholder had the following remedies to recover arrears of rent:—

- (a) To file a suit before the Collector.
- (b) To distrain crops and other movable property.
- (c) To sell the holding whenever the tenant had a saleable interest in land.
- (d) To eject a ryot who had no saleable interest in land for non-payment of rent (section 41).
- (e) To arrest the ryot and have him imprisoned for a period not exceeding six weeks if the arrear did not exceed rupees fifty; or for a period not exceeding six months if the amount of arrear exceeded Rs. 50.

The remedies of ejectment, arrest and imprisonment, however, are put an end to by the Estates Land Act.

3. The remedies at present available for the landholder to recover arrears of rent from a ryot are three-fold, viz.—

- (a) by a suit before the Collector;
- (b) by a distraint and sale of movable property; and
- (c) by sale of the ryot's holding.

The latter two remedies are available only where a patta and muchilka have been previously exchanged between the landholder and the ryot, or a valid tender of patta has been made. In cases where there has been no exchange of pattas and muchilkas (or tender of patta) the only remedy available is the remedy by way of suit.

4. The complaints made on behalf of the ryots in regard to the existing modes of collection are the following:—

- (a) That the zamindars' agents do not pass receipts for the rent paid by the ryots.
- (b) That owing to the joint patta system, the ryot who owns a portion of the holding is very often compelled to pay more than what he has to pay on the extent occupied by him.
- (c) That the zamindars' agents have recourse to oppression in conducting distraints of movable properties. The ryots complain that the remedy by way of distraint is often abused by the zamindar with the result that for fear of these distraints the ryots are obliged to pay even illegal impositions.
- (d) That in several estates the kistbandi dates have no relation to the availability of crops.
- (e) It is stated that in certain estates zamindars collect various illegal impositions.

5. The various questions relating to the methods of collecting rents by the zamindar and other problems connected therewith have been considered in the majority report and the opinion of my colleagues may be summarized as follows:—

- (a) by virtue of rents being fixed once for all, no wise husbandman will allow his rent to fall into arrear, and therefore no coercive measures will be necessary;
- (b) that rent being in the nature of peshkash it is reasonable that the landholder should be given the same powers which the Government exercise for the recovery of peshkash;
- (c) Chapter VI of the Estates Land Act should be revised and distraint proceedings and sale proceedings should be carried on through the revenue officers of the Government;
- (d) there should be no imprisonment of the cultivator even by process of courts and
- (e) that for the disposal of suits, special tribunals should be constituted composed of Revenue Divisional Officers and their Subordinates. Special Appellate Tribunals may also be constituted for disposal of appeals.

6. It is an extravagant hope of my colleagues that reduction of rent will make ryots more sensible of their obligations to the landholders and will induce them to be more prompt in the payment of their dues.

In my opinion it will be too much to expect that the reduction of rents would facilitate collections or obviate the necessity for coercive process.

I have already pointed out that the grounds on which my colleagues propose to bring down the present rents are based on a total misconception of the Permanent Settlement and it is unnecessary to reiterate my views once again.

7. While I do not agree that rents due by the ryots are in the nature of peshkash I am glad to find that my colleagues realize that landholders have to be given the same powers which the Government exercise for the recovery of peshkash, so long as peshkash is an obligation which the landholder has to discharge to the Government irrespective of the conditions of the seasons. That from the earliest times the Government realized the need for investing the zamindar with such powers can be gathered by a reference to paragraph 35 of the Instrument of Instructions, and the Preamble to Regulation XXVIII of 1802. On each occasion, however, when tenancy legislation was introduced, the powers of collection of landholders were curtailed and the obligations imposed on them increased.

8. While the need for investing landholder with powers of collection similar to those exercised by the Government, for realization of their dues is conceded, the suggestion that has been made is not to invest landholders with fresh powers of collection but to deprive them of the power of directly having recourse to distraint proceedings. The grounds urged as necessitating this change are that landholders have abused the summary powers conferred on them.

9. *Oppression in the conduct of distraints.*—The complaint that is made is that the zamindar's agents resort to oppressive methods in conducting distraints. Leaving aside the vague statements of interested witnesses, I must say that no specific instances of such oppression have been substantiated in the evidence adduced before it. But even on the assumption the grievances are real, sufficient safeguards have already been provided under the present law. They are as follows :—

- (a) Ploughs and implements of husbandry, ploughing cattle, and manure stocked by ryots and such seed grain as may be secured for the due cultivation of the holding in the ensuing year are exempted from distraint. While under the Civil Procedure Code, only one pair of bullocks (ploughing cattle) is exempt from attachment, under the Estates Land Act whatever the number of ploughing cattle possessed by a ryot may be, all of them are exempt from distraint.
- (b) The distraint shall not be excessive; the value of the property distrained shall be as nearly as possible equal to the amount of arrears due with interest and costs of distraint.
- (c) The distrainer shall not work the bullocks or make use of the property distrained. He shall provide the necessary food for cattle or other livestock.
- (d) When distrained property is stolen or damaged while in the keeping of the distrainer, the owner may recover damages from the distrainer.
- (e) In the case of standing crops and other ungathered produce they may notwithstanding the distraint, be tended by the owner but if the owner of the crop neglects to tend or reap or otherwise gather the said crop or produce, the distrainer may do so.
- (f) If any person dishonestly distraints, sells, or causes to be sold any property or except with the authority or consent of the ryot, unlawfully prevents or attempts to prevent the reaping, gathering, storing or removing or otherwise dealing with any produce of the holding, he shall be liable to be punished under section 212-B.

Previous to the amendment of 1934 the landholder could simultaneously avail himself of all the proceedings by way of suit, distraint of movables, and sale of holding; but under the amendment of 1934 it has been provided [section 77 (b)] that where the landholder sues for any arrear of rent, and obtains a decree, he shall have no right to distraint movable property for such arrear or to bring the holding to sale therefor under sections 111 to 131 and all the proceedings to sell the holding for such arrears taken before the passing of a decree shall be stopped. The procedure prescribed for effecting distraints of movable property and for bringing the holdings to sale requires the service of notice on the defaulter at more than one stage. Though distraint of movables can be made in the first instance, by the landholders' agents, a copy of the demand and list of the property distrained have to be submitted to the Collector, within ten days of the service of the

demand to the sale officer concerned, who is generally the Government Deputy Tahsildar. It is a Government officer that proceeds to the village and sells the property distrained. Under section 96 of the Act, the ryot can file a suit within 15 days from the date of the service of notice of sale of distrained property, contesting the distress if the distraint is illegal. This suit is a summary suit and which can be filed on a nominal court-fee of eight annas.

10. In view of these ample safeguards provided by the existing law itself, I consider the agitation for the repeal of the distraint procedure artificial and unreasonable. It may be mentioned that under the Revenue Recovery Act, there are no restrictions at all in regard to the nature of the properties that can be distrained and the procedure prescribed is much simpler than the procedure contained in the Estates Land Act. Under the Land Mortgage Bank Act, and under the Co-operative Societies Act, the arrears due to those institutions are recoverable as arrears of land revenue. Any reform should, in my opinion, be in the direction of approximating the Estates Land Act procedure to that contained in the Revenue Recovery Act and not in the direction of abolishing the distraint procedure without which the landholders would be powerless against recalcitrant defaulters.

11. In these days when there are ryot organizations in almost every village it is impossible for any zamindar's agent to be unduly oppressive in the methods adopted by him for conducting the distraints. The difficulties in my opinion are all the other way. The rules to be observed for conducting distraints are full of restrictions even now, and if in addition to that there are combinations of villagers, it would be next to impossible to conduct any distraints of property. To throw more obstacles therefore in the way of the landholder in the matter of distraint will practically amount to a negation of the remedy itself.

✓12. *Collection by Government Agency.*—This suggestion reverses the very principle of the Permanent Settlement. According to the Permanent Settlement the zamindars have to collect from individual ryots and themselves pay a fixed amount of revenue as peshkash to the Government. According to this suggestion the Government have to make the collection and pay over to the zamindar. The suggestion is also an indirect attempt to abolish the zamindars and reduce them to the position of pensioners or Malikhanaholders.

The conduct of distraints through the machinery of the Government will not only be expensive but will also result in undue delay in collections. This suggestion does not again take into account the following important considerations :—

- (a) The Government officers engaged in conducting distraints for rents due to the zamindar would be responsible to nobody.
- (b) There is no incentive for them to make effective collections.
- (c) These would lead to a sort of diarchy in the collection machinery and would result in friction and delay.

13. One system that has been suggested though not recommended as an immediately practicable proposal is the introduction of the panchayat system for effecting collections. The strongest point urged in support of the introduction of this system is that village panchayats existed in the past. How far an organization suited to the conditions of primitive times would be suited to modern conditions is open to serious doubt. At the time of the Permanent Settlement there was in a number of places the village lease system under which there was a single lease of the entire village with a leading ryot or ryots of the village, the ryots arranging among themselves for the distribution and cultivation of the lands and the apportionment of the rent fixed in the lease. The following quotation from Mooreland's Agrarian system of Moslem India as to the manner in which the village panchayats functioned in the past is interesting reading :—

“ Here we meet with a feature still familiar in village life, a few members of the brotherhood acting as a dominant clique to the detriment of their weaker brethren. Idealists have sometimes depicted the Indian villages of the past as harmonious little republics where every member was assured of his rights; but there has been a good deal of human nature in them as there still is, and we must allow for wide divergence of character, rendering such generalizations misleading. It is safer to hold that in the past, as in the present, there were villages of all sorts.”

14. The panchayat system has been introduced by Government for the management of the forests where the responsibility of management is correspondingly less and where there is no question of maintenance of land records, or of patta transfers or of grant

of remissions, or questions arising out of irregular irrigation and the like. Notwithstanding the fact that their functions are quite simple, the forest panchayats have proved an utter failure and no more proof of that is needed than the following observations of the Hon'ble Minister for Agriculture made in the speech at Podalakur on 10th February 1938 on the working of the Forest Panchayats in Government areas. "The Forest Panchayats have failed to fulfil the objects for which they have been constituted. Large extents of forest areas which have been handed over to them have been neglected and deforestation with its baneful effects on the rural population has been the result. Many of the forest panchayats have become the playgrounds for party politics and factions and while some villages were excluded by the panchayats from grazing facilities, some were found paying higher fees than what was legally payable."

The existence of village factions which is an almost universal factor, and a total absence of a sense of fairness and responsibility among the class of people who can be expected to man the panchayats are serious objections which far out-weigh any possible advantages that may be expected to arise out of the panchayat system. But as has already been stated above, no detailed scheme has been put forward by anybody and unless one such is put forward it is unnecessary to consider the proposal as a serious proposition.

15. *Grievances of ryots considered.*—Even on the assumption that the grievances of ryots are real, I may point out that there are adequate remedies already provided under the Estates Land Act. Section 65 of the Estates Land Act provides "If a landholder or other person receiving rent on his behalf refuses without reasonable cause to deliver to a ryot a receipt as required by sections 62 and 63 for any rent paid to him or to credit the rent paid to the year and instalment to which the ryot wishes it to be credited shall be entitled to recover from the landholder on application made to the Collector for that purpose, compensation not exceeding double the amount of value of the rent paid." Under section 68 of the Estates Land Act a ryot may deposit in the office of the Collector the rent due from him if a landholder on its being tendered to him refuses to receive it or refuses to grant a receipt and on such deposit accompanied by an application as contemplated by that section the Collector will grant a receipt which will operate as a valid acquittance.

A complaint has also been made by some witnesses that even when receipts are granted, the payments made by the ryots are appropriated towards arrears already time-barred. But, the Estates Land Act has provided against this in Section 64 :-

- (i) When a ryot makes a payment on account of rent, he may declare the year and the instalment to which he wishes the payment to be credited, and the payment shall be credited accordingly.
- (ii) If he does not make any such declaration the payment may, at the option of the landholder, be credited on account of any arrear not barred by limitation.

Sub-clause (ii) above is an improvement on the Bengal Tenancy Act where under Section 55 in the absence of such a declaration the payment may be credited to the account of such year and instalment as the landlord thinks fit.

Even under Section 60 of the Indian Contract Act, "Where the debtor has omitted to intimate and there are no other circumstances indicating to what debt the payment is to be applied, the creditor may apply it at his discretion to any lawful debt actually due and payable to him from the debtor, *whether its recovery is or is not barred by the law in force for the time being as to the limitation of suits.*"

The principle of appropriation adopted under the Estates Land Act is therefore a distinct improvement on the general law as well as on the provisions of tenancy legislation elsewhere.

16. *Joint Patta System.*—The charge levelled against landholders is that they do not affect divisions of holding when applications therefor are made by the ryots. In common experience it will be found that the zamindar is not primarily responsible for this grievance wherever it exists. On the other hand, statistics have been furnished by some estates showing the steps taken by them in this behalf.

According to the evidence on behalf of the landholders the main causes for this complaint appears to be :-

- (a) want of co-operation on the part of village officers; and
- (b) failure on the part of the ryots to meet the cost of effecting subdivisions.

Both the reasons stated above appear to be well-founded. Whenever applications for subdivisions are received in the landholder's office, they are referred to the village officers. Subdivisions of the holdings can only be effected by persons with a fair knowledge of survey and the employment of such men means expense. In ryotwari areas,

whenever subdivisions are effected, the cost of effecting them is borne by the ryot. There is no provision under the Estates Land Act under which the landholder can recover the cost of effecting subdivisions. It is therefore necessary to introduce such a provision in the Estates Land Act.

Whatever may have been the causes for this grievance, wherever they exist, the Estates Land Act as amended in 1934 provides the necessary procedure for effecting subdivisions under all possible contingencies. Section 145 provides in sub-section 1 that whenever a holding or any portion thereof is transferred or whenever the same devolves by operation of law, the landholder shall be bound to recognise such transfer or devolution and enter into a fresh engagement or engagements, and proceeds to elaborate the procedure to be followed by the transferer in order to get his transfer recognised. In order to facilitate the landholder being immediately informed of transfers of holding it has been provided in sub-section 2 that "any person presenting for registration of any document transferring a holding or any portion thereof shall present therewith a notice in writing signed by the transferer and transferee and addressed to the landholder asking for recognition of the transfer and shall pay to the registering officer such fee as the Local Government may prescribe for the transmission of such notice to the landholder. The landholder shall recognise the transfer on receipt of the said notice."

If the landholder fails to recognise such transfers or fails to enter into separate engagements as provided for in the section the ryots can have the transfers recognised and the rents duly apportioned on application to the Collector.

It is therefore clear that the existing law contains the necessary remedies for the grievance alleged and the machinery provided is both simple and effective.

17. *Inconvenient kistbandi dates.*—Under section 59 of the Estates Land Act, rent shall be payable in instalment according to the agreement or in the absence of an agreement according to the established usage. In most estates the kistbandi dates now obtaining were fixed long ago. Two considerations were taken into account in fixing the dates :—

- (i) The convenience of the ryot, the dates having been fixed with reference to the seasons when the ryot harvests his produce from the holding; and
- (ii) the convenience of the landholder the dates having been fixed with reference to the instalments of peshkash and land-cess payable by the zamindar to the Government. When the existing kistbandi dates fall on dates when the ryots would not under normal circumstances get the produce of their lands it is but right that the dates should be so altered as to synchronise with the harvesting of the crops. At the same time it should be borne in mind that if the interval between the dates fixed for the payment of the instalments of rent by the ryot and the dates on which he can reap his produce is unduly long there is the risk of the ryot spending away the produce without paying the rent. It is also necessary that when the dates are altered so as to suit the convenience of the ryot, the Government should also be ready to correspondingly alter the dates of instalments of peshkash so as to enable the landholder to make his collections and then pay up the peshkash.

18. *Illegal exactions.*—Some evidence of a very vague nature adduced before the Committee regarding the illegal exactions said to have been by certain zamindars. This is again a grievance for which ample remedies have been provided ever since the Permanent Settlement Regulations. Sections 135 and 136 of the Estates Land Act afford ample protection against the recovery of any payment in excess. Section 136 provides for a penalty being imposed by the Collector. It is needless to state that with an assertive tenantry backed as they are none by ryot organisations, it would be impossible for any landholder to make illegal exactions. Allegations of such exactions are in my opinion, made only to prejudice the minds of the public against the zamindars and in favour of the ryots. As I have already stated the existing law provides protection to the ryot against any possible exaction by a landholder.

In regard to the suggestion that the collections in zamindaris should be entrusted to the Government or to the village panchayats, for one thing, no case has been made out for such a change being effected; for another the suggestions made are beyond practical politics.

19. The grievances of the landholders regarding the methods of collection available under the present law are two-fold, viz. :—

- (a) The machinery provided under the Estates Land Act is both dilatory and costly;
- (b) landholders do not have sufficient control over village officers.

The three remedies available to the landholder under the Estates Land Act have already been referred to. Where the arrears of rent relate to a period more than 12 months, before the demand or when there has been no valid exchange of patta and muchilika or a valid tender of a patta the only remedy available to the landholder is by way of suit.

20. *Remedy by suit.*—In practice this has been found to be both dilatory and costly. The minimum costs which the landholder has to incur in a suit instituted for Rs. 100 is as follows :—

	RS.	A.	P.
Stamp	11	3	0
Vakalat	1	0	0
Process for defendant	0	8	0
(If there are more defendants than one the process fee would be correspondingly larger.)			
Witness batta	3	0	0
Vakil's fee	4	0	0
Decree copy	0	8	0
Stamp on execution	0	12	0
Notice	0	8	0
Batta on for attachment of movables	2	0	0
Sale notice	1	0	0
Other expenses	2	0	0
	26	7	0

If immovable property is brought to sale, an additional expenditure of about Rs. 10 has to be incurred. The above bill does not provide for more than one adjournment and usually there is more than one defendant. If notice is not served on the defendant on the first occasion fresh notice will have to be taken. If the defendant is a minor, a guardian petition has to be filled, and a separate notice of that petition has to go. In addition to the above expenditure the landholder has to maintain a separate establishment for the purpose of instituting the suits and executing the decrees within the period of limitation. It may be safely asserted that the average expenditure incurred for the purpose of recovery of rents by instituting suits will be about 30 per cent of the arrears for which the suits are instituted.

There is one other circumstance that requires mention in this connexion. Whenever a suit has to be filed for the recovery of the arrears of a particular fasli, which is about to get time barred by the three years' rule the landholder cannot avoid including in the suit, the dues of subsequent fasli which are outstanding on the date of the suit. If he does not do so, his remedies to recover those dues would be barred by Order II, Rule 2 of the Civil Procedure Code. So, that even though it is the arrears of one fasli that will get time-barred, the landholder has to file the suit for the arrears of three faslis. As a consequence, the cost of litigation is multiplied. While the ryot is ruined, the landholder does not stand to gain.

Various suggestions have been made to obviate the difficulties attendant on this procedure. One suggestion is that the remedy by way of suit be altogether abandoned. The reasons urged are that there is virtually very little difference between executing a decree obtained after filing a suit and taking recourse to summary proceedings such as distraint of movables and sale of holding. Since even after a decree is obtained, all that is done in execution of the decree is to attach the movables, or bring the holding to sale. The advantages however are that—

(a) the landholder gets the machinery of the court to affect distraints of movable property; and that

(b) the remedy by way of arrest of the judgment-debtor is available.

It may not however be advisable to dispense altogether with the remedy by way of suit. There may be cases where questions of rates of rent, or the nature and the legality of particular tenures have to be gone into. The cases can also be conceived where owing to a variety of reasons, it may be impossible for the landholder to have recourse to summary proceedings, such as distraint of movables or sale of holdings. The remedy by way of suit must therefore be available in all such cases. It is however necessary to make a substantial reduction in the costs of suit and to simplify the procedure. For suits of small cause nature, the court fee charged in civil courts is Rs. 7-8-0 per cent for sums

of Rs. 500 and below, whereas for rent suits the court-fee payable is Rs. 11-3-0 per cent. I consider that the court-fee may reasonably be reduced to Rs. 5 per cent. Corresponding reduction in the process and other fees may likewise be effected. Copies of decrees may be furnished free of cost or say on payment of 2 annas per decree. In ex parte cases, decrees may be passed on affidavits of the landholders or their agents instead of witnesses being required to attend court. Instructions may be issued for the speedy disposal of rent suits. The number of Special Deputy Collectors to dispose of suits under the Estates Land Act may be increased.

21. *Distrain of movable property.*—The grievances of landholders in regard to this remedy are the following, viz. :—

- (a) There are too many restrictions in regard to the nature of the movable property that can be attached.
- (b) Abnormal delays in the conduct of sales by sale officers and the incidental increase of expenditure.
- (c) The penalties provided under the Estates Land Act for obstruction to distraints are too inadequate.
- (d) Possibilities of evasion.

(a) Under section 77 (f), sub-clause (ii), all ploughing cattle are exempt from distraint. Ploughing cattle are generally valuable property possessed by the ryot and the easiest means of recovering the rent is by distraining such cattle. Even rich ryots who have more ploughing cattle than they need, can by reason of the above provision evade distraint of cattle. There is no such restriction under the Revenue Recovery Act. Experienced Deputy Collectors who had served under the Government and who gave evidence before the Committee stated that they saw no objection to this restriction being withdrawn. At the worst, it may be provided that after the cattle are distrained, on application by the cultivator, such number of cattle as are absolutely necessary for the cultivation of such portion of the holding as is required for the sustenance of the defendant and his family may be released. Even now, when cattle are distrained, they are often left in the custody of the defaulters themselves, on their producing sureties. No hardship can arise by deleting this exemption in regard to ploughing cattle.

(b) Another grievance that is universal is that abnormal delays are made in the conduct of sales. A large number of instances have been brought to the notice of the Committee where the sales of distrained property were held more than six months after the distraint. In such cases, the costs incidental to distraint such as feeding charges, far exceed the value for which the property was distrained. The sale officer that is usually employed to sell distrained property is a Government Deputy Tahsildar and in the nature of things it will be impossible to expect him to be present at all times and at all places.

One suggestion that has been made is to invest the village officer of the same village or of a neighbouring village with the conduct of sales. The mere conduct of sales does not involve any exercise of discretion and with power safeguards and checks there may be no objection to this course. Some of the landholders' officials, who may be approved by the Revenue Divisional Officers, may, in my opinion, also be invested with like powers.

(c) Penalties are provided under section 212 (b) of the Estates Land Act against fraudulent removal of movable property under distraint. It is doubtful if the section applies at all to a case where movable property other than produce distrained under the Act is forceably or clandestinely removed. It looks as though the landholder has merely to apply under section 90 of the Act for recovery of the property that was taken away. There is no provision however in that section or compensation or even for recovery of his costs by the landholder. Under the Rent Recovery Act (VIII of 1865), sections 26 and 27 expressly make the defaulters liable for all the penalties prescribed under section 424 of the Indian Penal Code. Similar provisions should be introduced by an appropriate amendment to section 90 of the Estates Land Act and provision should also be made for recovery of compensation and costs.

(d) One other difficulty that is experienced by landholders is that whenever any movable property is distrained, collusive claim petitions are put in at the instance of the judgment-debtors themselves. By this process the landholder has again to face a judicial enquiry which is often protracted. Government Deputy Tahsildars should be authorized to investigate their claims in the village itself. There

should also be a rule that a certificate from the village officer that the property distrained belongs to the judgment-debtor, should be *prima facie* proof of the same.

- (e) Provision also has to be made for the custody of property distrained. Village officers may be directed to keep such property in their custody and be responsible for their production at the time of sale.
- (f) Another important suggestion that has been made is that the remedy by way of distraint should be made available not merely in respect of arrears that accrued due within one year previous to the date of distraint, but also in respect of arrears which accrued due for three or at least two years previously. This would obviate the necessity for filing suits in a majority of cases and will prove beneficial both to the landholder and the ryots.

22. *Sale of Holding*.—The complaints of landholders in regard to this remedy are that it is both dilatory and costly. The delay is partly due to combrous procedure prescribed under the Act and partly to the non-availability of sale officers to conduct the sales in time.

Under section 112, the landholders were formerly simply sending copies of land attachment notices to the Revenue Divisional Officers for service on the defaulter. Under the amended act, it is provided that a copy of the notice should also be sent by post to the defaulter. It may be provided that service by one or other of the two kinds contemplated would be sufficient notice under the section.

Under the old Act, as soon as applications were sent under section 114, a selling officer was appointed and he issued proclamations and forthwith conducted the sales. Under the amended Act, a long and cumbersome procedure is prescribed under sections 116 (i) and (ii); 117 (i) and (ii); 123 (ii) and (iii); and 124 (i), (ii) and (iii). Because of these provisions the work which until now was being done quickly and efficiently by the selling officer has been transferred to the Revenue Divisional Officer who has to issue notices to parties, hear the objections, if any, and determine the lots to be sold, the value of the lots, etc. For issuing notices to the defaulter, the landholder has to deposit notice batta at the rate of eight annas for one or the first pattadar and annas four for every joint pattadar, if he resides in the same village and annas eight, if he resides outside. In actual practice the enquiry by the Revenue Divisional Officer becomes a mere formality since very few ryots ever appear to raise any valid objection to the same. Thus whilst giving no real benefit to the ryot, the procedure just referred to has added considerably to the burden which he would ultimately be called upon to bear. At the same time it has made it much more difficult for the landholder to collect his legitimate dues by bringing the holding to sale than formerly.

There is another serious difficulty experienced by landholders as a result of the amendment of section 127 of the Act. The proviso to sub-clause (c) of clause (2) of section 127 reads thus: "Provided that no payment shall be made to the landholder under clauses (a), (b) and (c) until after the grant of a certificate of sale under sub-section (2) of section 124." Prior to the amendment the section only provided no payment shall be made until after the expiration of 30 days from the date of sale." According to the present section, payment to the landholder of his dues though realized by the revenue court is postponed till the grant of a sale certificate to the auction purchaser. This works great hardship. Supposing the auction purchaser does not apply for a sale certificate for a year or two (since he has three years from the date of the sale to take delivery of the property purchased in auction) then the landholder would have to wait during all this period without drawing his amount. It is also open to an auction purchaser to take delivery of possession of the holding without the intervention of court in which case the auction purchaser may delay much further in applying for a sale certificate and all that happens the zamindar is kept out of his money. After taking the several onerous and costly steps, provided for bringing the holding to sale this provision prevents the landholder from realizing his dues and is considerable loss. The least that should be done, therefore, is to repeal the amendments introduced in section 127 by Madras Act VIII of 1934.

As in the case of distrained movable property, so also in the matter of conducting sales of holding and in delivering possession of the lands to the authorized purchaser there is inordinate delay. Instances have been brought to the notice of the Committee where even a year or two after the initial steps were taken by the landholders, sales of holdings were not held. Here also I would suggest that responsible officers in the service of the landholder may on approval by the Revenue Divisional Officer, be given the power of conducting these sales.

Another difficulty that is widely experienced is that the possession taken through revenue courts is generally ineffective. There is no provision in the Estates Land Act for punishing the original defaulter who continues to squat on the land even after possession is delivered to the landholder through the revenue court. Under section 212 (d) it is only a trespasser who having been ejected under section 163-A occupies the land once again without the landholder's consent that is liable to be fined. The scope of section 212 (d) should be enlarged so as to cover on land from which they have been dispossessed through revenue courts.

The provisions in the amended Act which lead to the greatest hardship are those relating to the new requirements that the entire proclamation and notification of sale have to be published in District Gazette. The publication has to be made twice, once under section 117 (i) at the time of the issue of proclamation, a second time under section 123 (2) when the sale is completed, and once again under section 124 (3) at the time of the granting of the certificate of sale.

The minimum amount which a landholder will have to deposit even for recovering an arrear of one anna will be as follows:—

Particulars of costs:—

	RS.	A.	P.
(a) Service of notice on a single ryot in a holding, section 112	0	8	0
(b) Application for sale	0	12	0
(c) Notice under section 116	0	8	0
(d) Proclamation of sale	1	0	0
(e) Fee for sale	1	0	0
(f) Publication charges	11	8	0
(g) Postage	0	3	0
Total	15	7	0

It is hard to appreciate the objects of the framers of the Act in introducing this provision when the majority of ryots are illiterate and have no means knowing the contents of the gazette. These publications of sale proceedings in the District Gazette are in no way therefore helpful to the poor ryots. On the other hand, the cost of publication is bound to tell heavily on their slender resources. In the above circumstances, it will be as much in the interests of ryots as in the interests of landholders if the cost of bringing holdings to sale is reduced to the minimum and the costly requirement of publication in the District Gazette is dispensed with.

It is also suggested that instead of the remedy by sale of the holding being restricted to the arrears which have accrued within one year, the remedy may be extended to arrears which have accrued due within three years. As adequate safeguards have been provided against any abuse of this method and as at every stage, the proceedings are conducted through the revenue court, there is no risk involved in extending this remedy to previous arrears also.

23. *Other remedies.*—Besides the amendment of the Estates Land Act in the manner stated above some remedies which are not found in the Act have also been suggested in the course of several memoranda submitted to the Committee.

(a) One such suggestion is that "Rent may be collected as an arrear of land revenue." This means that a landholder will have all the benefits of the Revenue Recovery Act available to him. There is, for example, the benefit of section 28 of Act II of 1864 which will become available to the landholder so that it shall be lawful for the landholder to assume management of the property of the defaulter. This provision will be necessary and useful where the defaulter happens to be a minor or where the property is extensive and it is inadvisable to sell the property or any portion of it.

If this suggestion being adopted, there will be uniformity in the system of collection in the zamindari and Government areas.

The suggestion is not novel or unprecedented as similar provisions are found in the Co-operative Societies Act, section 58, the Madras Hindu Religious Endowment Act and other enactments which it is unnecessary to enumerate.

(b) There is again need for some provision effectively to deal with cases where defaulters are both recalcitrant and influential and also where there is a deliberate combination among ryots to withhold rents payable to zamindars. It often happens that at the instigation of a leading ryot of a village not only himself, but also the other ryots of the village do not pay up the rent payable to the landholder. The leading ryot is influential and no one in the village

dare assist in a distraint of his property. The subordinate employed by the landholder to effect distraints is normally a Revenue Inspector and it will be nothing short of fool-hardiness on his part to attempt the distraint of the properties of the influential ryots. Police assistance under section 80 is a mere theoretical safeguard as ordinarily no police officer comes and assists unless there is a definite allegation of breach of peace. For a subordinate revenue official, it will be somewhat risky to state beforehand that a particular defaulter is likely to use violence without having previously made some attempt at distraint which he obviously dare not do for fear of violence. It is not also likely that adequate police help will be available when the zamindar's subordinates are engaged in kist collection simultaneously in various villages during the kist-bandhi season. Even if distraint should be attempted if it is forcibly prevented, it would be difficult to obtain any evidence against the influential ryot in the village. Very often, criminal complaints filed under such circumstances are thrown out on the ground that proof is inadequate in respect of some minute details connected with the procedure prescribed for attachment. The dismissal of such complaints only encourages similar conduct on the part of the other ryots in the village. In these circumstances, a provision like rule 33 of Schedule IV of the Local Boards Act is absolutely necessary in order to make recalcitrant ryots pay up their rents without resort to distraint and without giving any scope to violence. The rule may be usefully set out. "If for any reason the distraint of the defaulter's property is impracticable, the President may prosecute the defaulter before the Magistrate." The corresponding provision in the District Municipalities Act is rule 30 (2) of Schedule IV.

A similar provision was found in Regulation XXVIII of 1802 and in Act VIII of 1865, section 45 of which reads as follows:—

"When the arrear cannot be liquidated by distress and sale of moveable property of the defaulter, or by the sale of his interest in the land, it shall be lawful for a landholder or his authorized agent to apply to the Collector for a warrant for the personal arrest of the defaulter which shall be granted upon the production of the written statement such as is prescribed by section 41 of this Act, if the Collector shall have reason to believe that the defaulter or his surety is wilfully withholding payment or has been guilty of fraudulent conduct in order to evade payment."

The Revenue Recovery Act (II of 1864) contains an almost identical provision in section 48 which provides that:—

"When arrears of revenue, with interest and other charges as aforesaid cannot be liquidated by the sale of the property of the defaulter, or of his surety, and the Collector shall have reason to believe that the defaulter or his surety is wilfully withholding payment of the arrears, or has been guilty of fraudulent conduct in order to evade payment it shall be lawful for him to cause the arrest and imprisonment of the defaulter or his surety not being a female, as hereinafter or his surety not being a female, as hereinafter mentioned; but no person shall be imprisoned on account of an arrear of revenue for a longer period than two years, or for a longer period than six months, if the arrear does not exceed Rs. 500 or for a longer period than three months if the arrear does not exceed Rs. 50, provided that such imprisonment shall not extinguish the debt due to the Government by the defaulter or his surety."

24. *Village officers.*—Witness after witness has stated before us that the main difficulty experienced by the landholders in effecting collections lay in the inadequate control which they have over village officers.

Prior to the passing of Act II of 1894, village officers in proprietary estates were directly under the control of landholders. Their remuneration consisted partly of the income from service inams granted by landholders and partly from rusums and meras collected from the ryots. These rusums and meras generally constituted a proportion of the produce which the village officers collected before the produce was divided between the landholder and the tenant. So long as this system was in vogue the village officers were as much interested in the collection of rents as the landholders themselves. Whenever any abuses were found, the landholder could resume the village service inams. Regulation XXIX of 1802 prescribed the various duties of karnam (see section 11).

Section 14 of that Regulation went to the extent of providing that "On complaints by proprietors of land the Adalats of several Zillahs shall have authority to make orders to prohibit the collectors, respectively from demanding the attendance of the karnams that accounts or information and to levy fines from such Collectors for persisting to demand their attendance, accounts or information for any other purposes than those authorized by this Regulation."

As a result of the passing of Act II of 1894, and its extension to various proprietary estates, the position has been completely altered. On the extension of that Act, the village service inams were enfranchized and the village officers were given free-hold pattas. Under section 30 of the Act, the collection of meras and rusums was prohibited and rendered penal. A system of payment of salaries by the Government was introduced. The number of village officers to be employed was to be determined by the Collectors subject to the orders of the Board of Revenue. It is the District Collector that can dismiss a village officer under section 16 (2) of the Act for "misconduct or for neglect of duty or incapacity as such village officer, or for non-residence in the village and shall record his reason for doing so in writing and furnish a copy of the same to the proprietor and the village officer concerned." Under section 16 (1) of the Act, it is only the proprietors that are specially empowered that could impose fines and that only to the extent of rupees three, the imposition being again subject to appeal.

The result of the change was that (1) the Government became the paymaster instead of the zamindar; (2) the village officer got a permanent title to his service inam lands; (3) the village officer came directly under the control of the Collectors. He has therefore only to satisfy the Government but not the proprietor or his officers. The proprietor can only make a complaint to the Collector and on each occasion he has to satisfy the Collector that the village officer is guilty of neglect of duty. In clear and specific cases of misconduct a complaint to the Revenue Divisional Officer may lead to punishment. But in the ordinary course of administration there would be several acts of neglect on the part of the village officer which may or may not be viewed as amounting to actual misconduct and the difficulty lies in providing against them. A village officer may for instance, not care to attend the proprietor's office when required to do so and plead some excuse. He may not furnish the landholder full particulars of the collections made by him in the village so as to enable the proprietor to make the necessary entries in the accounts kept in the proprietor's office. He may not bring to the notice of the proprietor in time various changes in holdings. He may not care to be present when the zamindar's agent comes to the village to collect rents. He may not care to keep in his custody the property distrained in the village. A proprietor cannot day after day go about making complaints against village officers for each instance of neglect of duty. It may also be stated that Revenue Divisional Officers take too light a view when such complaints are made to them. The result is that several village officers who deserve punishment are left untouched. In such a state of things it will be impossible for the zamindar to realize the entire arrears of rent.

The duties of village officers in proprietary estates are at present prescribed in Appendix V to S.O. No. 145, Board's Standing Orders. They were framed under section 30 of Act II of 1894. Even if the rules should be strictly observed, they are not sufficient to enable the proprietor to collect his rents.

I have no doubt that complaints of (1) non-passing of receipts for rents paid; (2) irregular conduct of zamabandi; (3) non-subdivision of pattas; (4) illegal charges; (5) unauthorized occupation to the extent that they are true; can all be traced to the want of control of the proprietors over their village officers.

When Act II of 1894 was on the legislative anvil, zamindars protested against the passing of the Act, particular mention may be made of the Memorial submitted on behalf of the zamindars of Venkatagiri, Kalahasti and Karvetinagar. In spite of their opposition, the Act was passed.

In this connexion it may be interesting to note how precarious the position of the proprietors has been rendered as a result of the passing of Act II of 1894 by narrating what happened in the Venkatagiri estate. In 1914, Act II of 1894 was extended to the estate. The village service inams were enfranchised and the collection of meras and rusums was stopped. About eight years later, in a case relating to certain Devadayam and Dharmadayam inams in the estate, the Privy Council held that the Raja had and the Government did not have the right of reversion. The Government took up the position that that decision applied to village service inams as well and that their enfranchisement of the village service inams in the estate was wrong, and proceeded to cancel the enfranchisement made by them previously notifying the proprietor that he should make his own arrangements for getting service rendered by the village officer. The zamindar protested without any avail. The Government issued a notification purporting to be under section 30 of the Act by which those duties which the village officers were originally rendering to the proprietor were not required to be done. This practically paralysed the revenue collections in the estate and the proprietor was obliged to institute a suit against the Government which was ultimately compromised as a result of which the village officers were once again required to render all the duties which they render in all other proprietor's estates.

The Government can at any time alter the rules framed under Act II of 1894 and if that is done, as it was done in the case of Venkatagiri, the collections in proprietary estates can easily be brought to a stand still.

It is therefore necessary that the services to be rendered by village officers to proprietors should be statutorily enforceable. Proprietors should have the powers of imposing substantial punishments and of placing village officers under suspension. It should be made obligatory on the part of the village officers that they should be present at the time of distraints, that they should keep the distrained property in their custody, that they should attend the proprietor's office whenever required and should prepare the jamabandi accounts. If these duties are clearly prescribed and if greater powers are conferred on proprietors over village officers there can be no doubt that the present state of things in proprietary estates is bound considerably to improve.

I have so far dealt with the several remedies which were open to the landholders under Regulation XXVIII of 1802 and the remedies which are open under the Madras Estates Land Act and pointed out in connexion with the latter the several difficulties which are being experienced by the landholders. I have also dealt with the several complaints that are made by the ryots and pointed out how they are groundless. How in my opinion the provisions in the matter of the collection of rents can be improved, I have also indicated. It remains only to refer to the main conclusions of my colleagues on this subject and the provisions of the draft Bill which has been prepared in pursuance of the Majority Report. Though my colleagues state at the top of page 120 of their report "that when the rent is put on the same basis as the peshkash, we are of opinion that it is only reasonable that the landholder should be given the same powers which the Government exercise for the recovery of the peshkash from the landholder." They qualify the statement lower down "that the distraint proceedings and sale proceedings might be carried on through the revenue officers of the Government in the manner in which they were carried on for collecting peshkash due to the Government from the landholder," and in clause 41 of the Draft Bill, it is sought to provide that the distraint should be through the Collector or person authorized by him. I am not able to follow the reasons which induced my colleagues to provide that the zamindar should not exercise the power of distraint through his officers but that it should be exercised through the Revenue officers of the Government. On my colleagues' assumption that the zamindars are the assignees of the land revenue from the Government and that the rent payable by a ryot to a zamindar partakes of the same character as the peshkash payable by a zamindar to the Government or the revenue which Government gets from its ryotwari pattadars there is no escape from the conclusion that a zamindar should in respect of a zamindari have the same powers as the Government has in its ryotwari areas. I need not elaborate the point that the zamindar would have no sort of control over the revenue officers of the Government. Moreover the revenue officers of the Government would not be interested in the realization of the arrears of rent due to a zamindar as they would be in the realization of the revenue due to the Government. In my view the result of the change contemplated by my colleagues would be to render the remedy by way of distraint altogether illusory. As regards the details of the procedure set out in Chapters VII and VIII of the Draft Bill, it is clear that those chapters proceed on the lines of the Madras Tenancy Bill of 1898 except for the innovation in clause 41 that the Collector or a person authorized by him should alone distrain the movable properties, etc., of the defaulting ryot. The procedure prescribed in the Madras Estates Land Act of 1908 was the result of a thorough discussion of the clauses contained in the Madras Tenancy Bill of 1898 and in several respects the conclusions of the Madras Estates Land Act form a distinct improvement on the clauses of that Bill.

While as I have previously pointed out, the relevant sections of the Madras Estates Land Act as amended in 1934 require considerable improvement, I do not know if it would be helpful either to the landholder or the ryot to go back to the cruder procedure of the Madras Tenancy Bill of 1898.

While clause 41 of the Bill provides that the revenue officers of the Government shall effect the distraint, curiously the following clauses proceed upon the footing that the landholder is responsible for all irregularities that may take place in the course of the distraint for which he is in no way responsible and over which he has no sort of control. It is again not understandable why it is necessary to attach a ryot's holding as provided in clause 73 when the landholder has a first charge on the holding under clause 76. The Bill evidently abolishes the remedy by way of suit. That this works serious hardship on the zamindars I have already explained.

CHAPTER XII.

SURVEY AND SETTLEMENT.

According to my colleagues Chapter XI of the Madras Estates Land Act which deals with survey and record of rights was planned and enacted for enabling the courts to ascertain fair and equitable rent since in their view the rates of rent were fixed in perpetuity at the time of the Permanent Settlement not only in regard to the lands then under cultivation but also in respect of waste lands and lands subsequently brought under cultivation. My colleagues state that there is no need for any settlement of rent. The only thing that would have to be done is to ascertain what the rates of rents were at the time of the Permanent Settlement.

As regards survey my colleagues state that survey may be made in the estates where it has not already been done so that the individual ownership of the ryots will be ascertained and demarcated and tacked on to the rates of rents fixed at the Permanent Settlement. In the memorandum presented on behalf of the Madras Landholders' Association it was pointed out that there is no necessity for the compulsory survey and preparation of a record of rights. Where either a zamindar or not less than one-fourth of the total number of ryots apply for it or even in the absence of such an application, the Local Government is of the opinion that the survey and preparation of a record of rights is necessary to secure either the ryots or the landholder in the enjoyment of their or his legal rights or is calculated to settle or avert the clash existing or likely to arise between the ryots and the landholder. Section 164 provides that the survey should be made and a record of rights prepared. These provisions are in my opinion quite adequate. After the passing of the Estates Land Act some estates have been surveyed. In others surveys have been carried out by a private agency and even in the case of those estates where there has been no survey either under the Survey and Boundaries Act or by the private establishment of the landholder, no difficulty has been felt in the collection of rents. In my opinion therefore no change is called for in the provisions of the Estates Land Act in regard to this matter. If however survey is to be made compulsory, I would suggest the cost which is now almost prohibitive must be considerably reduced. I would commend in this connexion the several proposals put forward on behalf of the Landholders' Association in their memorandum.

In the matter of distribution of the cost I would in the first place point out that a substantial portion of the cost not being less than one-third should be borne by the Government. The Government collects land cess at As. 1-6 on each rupee of rent payable to the zamindar. Sometimes other cesses such as the irrigation cess are imposed. The State is interested in the communal porambokes of the several villages even of proprietary estates. The Government is also directly concerned with the ascertainment of the area when it collects water-rate from lands irrigated from an irrigation work belonging to it. A large amount is collected by way of peishmush from the zamindaries. And above all the State is interested in regulating the relations of landholders and ryots. There is every reason therefore why the Government should bear a considerable portion of the cost of the survey, in which sense it has in the several ways just mentioned considerable interest in zamindaries. In the matter of the apportionment of the cost between the zamindar and the ryot there is no reason why the landlord should be directed to pay a half since the value of his interest is considerably less than the value of the interest of the ryot. It would be much more equitable if they are directed to bear the cost in proportion to the value of their respective interests roughly corresponding to their proportions in the gross produce of the land. Instead of those proportions having to be determined in individual cases I would suggest that before the survey of any of the estates is undertaken a notification may be issued fixing them in an approximate way.

Closely connected with the question of the cost of survey is that of the cost of survey maintenance. Without adequate provision for survey maintenance the object of the survey would be defeated within a few years. Here again the State should bear a considerable proportion of the cost and should relieve the landholder of a portion of the burden which is now being borne by him.

While on this question I may also point out that to facilitate the subdivision of holdings about which there has been so much complaint, it may be that the cost of effecting such subdivisions should be borne by the ryots who apply for the same.

The opinion has also been expressed by some landholders as for instance, in the memorandum submitted by the Zamindar of Kannivadi that even if a survey is undertaken it is unnecessary to maintain a record of rights, the preparation of which is fraught with several difficulties and raises needless controversy on many points on which a decision is immediately called for. It would therefore have to be considered whether even

if this survey is to be made compulsory the preparation of the record of rights by the landholder need be undertaken at all in the absence of an application by a landholder or a fixed proportion of the ryots as now.

CHAPTER XIII.

IRRIGATION WORKS.

The views of my colleagues in respect of the rights of landholders and ryots in irrigation works may be briefly summarized as follows:—

- (a) The zamindar not being the proprietor of the soil is not the owner of tanks, channels, etc.
- (b) There is however a public duty on his part to maintain existing tanks and to construct new ones which duty devolved on him from the Government by virtue of the Permanent Settlement.
- (c) The Estates Land Act does not declare the rights of landholders and ryots in respect of irrigation works.
- (d) Sections 30 to 35 and 40 and 41 of the Estates Land Act which directly or indirectly provide for enhancement as a result of additional facilities provided by the zamindar as the improvement of such facilities is part of the zamindar's obligation are illegal.
- (e) The existing machinery provided under the Estates Land Act for enforcing repair of irrigation works by landholder is both cumbersome and costly.
- (f) A simple machinery should be provided by which the landholder should be immediately called upon to execute the works and if he failed to do so, within a given time the Government itself should get the work executed and collect the cost thereof from the landholder as if it were an arrear of land revenue.

2. These opinions again are altogether wrong. As has been pointed out elsewhere the highest claim put forward on behalf of the ryots was that they were entitled to a permanent right of occupancy. Nowhere did they claim to be the owners of the tanks and other water-sources.

3. No doubts have ever been entertained regarding the ownership of the zamindar in tanks and other water sources. This has been recognized both in the statutes of the country and judicial decisions of the highest authority.

4. The Irrigation Cess Act, the Madras Land Encroachment Act and the Estates Land Act all recognize the zamindar's proprietorship. It has been so held in the Urlam case (40 Madras, 886), by the Privy Council and in numerous decisions of the Madras High Court. My colleagues have no better or more satisfactory answer to the Urlam case than that the ryots were not parties to it.

5. The rights of the ryots in respect of the supply of water for purposes of irrigation are contractual, not proprietary. But this is immaterial as the only right which the ryots have whether it is described as proprietary or contractual is the right to the accustomed supply of water for their holdings. Even if this right is regarded as being appurtenant to their holdings it does not give them any right of ownership in the beds and bunds of channels, tanks, and other water sources. This distinction has been well brought out in a recent decision of Mr. Justice Venkataramana Rao, reported in 1937 Madras Weekly Notes, 1265. While the High Court was in this case inclined to the view that the right possessed by the kudivaram tenants is an inam village is more in the nature of a proprietary right annexed to the ownership of land rather than in the nature of an easement, it however pointed out at the same time that "the ryots in an inam village have got no proprietary interest in the tank-bed, and their only right is to receive the accustomed supply of tank-water from the tank. The mere assignment of any portion of the bed or water-spread of a tank would not furnish a cause of action to the ryots unless they prove that by such assignment and by such cultivation, damage is likely to accrue and necessarily will accrue at least in the near future."

6. My colleagues refer to the well-known decision of the Privy Council quoted in I.A. 364, in support of their conclusion that the zamindars are under an obligation not only to keep the existing irrigation works in proper repair but also to improve the existing irrigation works and to construct new irrigation works without any right however to claim any enhancement of rent on the ground of the material benefit which the ryot obtained by reason of such improvement or new work. Leaving out of consideration those portions of the judgment of the Privy Council where they deal with the obligations of

the State in the really relevant and material portion of their judgment the Judicial Committee do not say either that there is any obligation on the part of the zamindar to effect improvements in works of irrigation or to construct new works of irrigation. The relevant sentence may usefully be quoted in full: "Zamindars have no power to do away with these tanks, in the maintenance of which large numbers of people are interested but are charged under Indian law by reason of their tenure with the duty of preserving and repairing them." Their obligation therefore is only to preserve and repair the existing works of irrigation. It is impossible to find in the Karvetnagar case any basis for this curious extension of the zamindar's obligation made by my colleagues. The zamindars do not deny that they are under an obligation to maintain the existing irrigation works in a state of proper repair. That obligation has been recognized and declared in innumerable decisions. At the same time however it must be pointed out that there is not a single decision of the Judicial Committee or of the Madras High Court in which it was ever stated that the zamindar should construct new works of irrigation "as circumstances demand" and if the zamindar chooses to effect improvement in the existing works of irrigation or to construct a new work of irrigation, both the Rent Recovery Act and the Estates Land Act recognize the legality of his claim to an enhancement of the rent in consideration of the advantage accruing to the ryot by reason of such improvement or construction. It is unnecessary to emphasise that it is only equitable that the zamindar should have some return for the money which he may expend in improving irrigation works which already exist or in constructing fresh ones. I need only state that it would be both inequitable and unprecedented if the Legislature were to direct the zamindar to spend money on the construction of new works of irrigation which he is under no legal obligation to do while denying him the right to claim a return for the money which he may so expend.

7. It is unnecessary to cite at any length the several judicial decisions which have dealt with the rights and obligations of the ryots. Their effect may be summarized as follows:—

- (a) The landholder is the owner of the source of irrigation.
- (b) Subject to the obligation of providing the accustomed supply of water to the ayacutdars he can use the extra supply of water as he pleases. He can extend the cultivation with the aid of such water. He can supply water to dry lands or for second crop raised on single-crop wet lands and collect water-rate in respect of the same (see 10 Mad., 282, and 44 Mad., 534). He can supply water to other lands belonging to him either in the same village or in any other village.
- (c) The landholder is entitled to the fish in the tank.
- (d) The landholder can alter the sources of supply or mode of irrigation provided the accustomed quantity of water to the ryots is assured.
- (e) The landholder has the primary right to regulate supply of water to the lands under the ayacut.
- (f) The landholder can have temporary cultivation in the tank-bed.
- (g) The landholder has all the rights and is subject to all the obligations which the Government has or is subject to with reference to the ryotwari tenants.

While imposing certain obligations on landholders the Estates Land Act has also recognized their rights.

7-A. The very definition of "Rent" in section 3 (u) of the Estates Land Act is abundant proof of this. According to that section "Rent" includes "Whatever is lawfully payable on account of water supplied by the landholder or taken without his permission for cultivation of land where the charge for water has not been consolidated with the charge for the use of occupation of the land."

8. Cases of consolidation arise when a land is classified as wet and the basic rent itself provides for the supply of water. It is not so consolidated when the basic rent is dry rent and a separate charge can be imposed for such lands if water is taken from a zamindar's sources. There are again lands which are classified as single-crop wet lands and double-crop wet lands. In the one case the consolidation is only in respect of one crop and water taken for a second crop will be liable to separate assessment. In the other case the consolidation is in respect of both the crops.

9. That the zamindar is entitled to levy water-rate on the footing that he has to be paid for the use of his water has been well recognized. It was recognized so early as 1887 in the decision reported in 10 Mad., 282 and it is only a few days ago a Full Bench of the Madras High Court reiterated and acknowledged this undoubted right of the landholder (see 1938 1 M.L.J., 256). The whole basis of the decision is that the

landholder is the owner of the tanks and water-sources. The judgment of the Full Bench was delivered by Mr. Justice Varadachariar whose intimate acquaintance with the land tenures of this Presidency is so well known.

10. The grievances urged by the ryots regarding the existing conditions of irrigation works and the present methods of distribution of water-supply obtaining in zamindaris are the following :—

- (a) that the zamindars do not effect any repairs at all to the bunds and supply channels and in some estates it is alleged that for the last 30 years no repairs were effected;
- (b) that zamindars have assigned away large extents of tank-beds;
- (c) that zamindars have in some cases extended the ayacuts far beyond the capacity of the tanks to irrigate;
- (d) that in some estates water, though available, is not distributed to such of the ryots as are not in the good books of the zamindar;
- (e) that in some estates the expenses of repair of irrigation works have been collected from the ryots themselves.

11. The suggestions made on behalf of the ryots to remedy these alleged grievances are the following :—

- (a) to vest the rights of distribution of water in village panchayats constituted for the purpose, or,
- (b) that the Government may take upon themselves the control of irrigation works in zamindaris and themselves get the irrigation works repaired;
- (c) at any rate that there should be a provision in the Act for the Government to *suo motu* take charge of particular irrigation works and effect the repairs themselves and to recover the cost thereof as arrears of revenue from the zamindar.

In answer to the above allegations the zamindars first maintain that they have been in fact spending very large sums year after year for the repair of the irrigation works. Statements have been furnished on behalf of the estates of Venkatagiri, Bobbili, Pithapuram, Vizianagram, etc., showing the actual amounts spent by them in the several years. From these statements it is clear that in those estates not less than 10 per cent of the assessment on the total irrigable extent is being spent every year on the repair of irrigation works.

12. The zamindars complain—

- (1) that the ryots cut open bunds of tanks and other works and that there is no effective machinery by which this can be immediately checked—some powers by way of imposing fines, etc., may be conferred on the zamindars or their higher officials;
- (2) that the ryots do not supply the customary labour for the yearly clearance of supply and distribution channels or on occasions of urgency when breaches of tanks, etc., are apprehended and that they do not carry out the minor repairs which they are bound to carry out under the provisions of Madras Act I of 1858.

13. The alleged grievances of the ryots are far from being made out. Leaving out complaints about particular tanks in a few places, no tangible evidence has been placed before the Committee which would at all justify the conclusion that the zamindars generally have been neglecting their works of irrigation. On the other hand the accounts furnished by some of the principal estates show that large amounts are being spent by them amounting to as much as 10 per cent of their wet assessment. If regard be had to the fact that zamindars have to meet several other obligations such as the payment of pesh-kash and land-cess, establishment and litigation charges and payment of maintenance allowances to junior members, an expenditure of 10 per cent on the repair of irrigation works would, if anything, err on the side of liberality. It should be noted that the amounts above referred to do not include large amounts spent by these zamindars on the construction and the carrying out of new projects for their own and their ryots' benefit.

15. In regard to any grievances which the ryots may have in individual cases I am of the opinion that the existing law provides the needed redress. Chapter VIII of the Estates Land Act was considerably altered by the Amending Act VIII of 1934. Most of the amendments were made at the instance of the late Mr. B. Muniswami Nayudu who was himself a ryot and whose deep concern for the ryots and experience as a lawyer are well known. The amendments followed the lines suggested in a Bill drafted by

Mr. Ramdas Pantulu. By these amendments the procedure for getting the repairs of irrigation works carried out has been considerably shortened and simplified and adequate remedies have also been provided against undue extension of an ayacut or an encroachment on a tank-bed. Irrigation works are now classified into major works of irrigation and minor works of irrigation. Under section 138 any ryot or ryots holding not less than one-fourth of the extent of the ayacut of an irrigation work or paying not less than one-fourth of the rent of the ayacut of such work may deposit Rs. 200 or Rs. 100 according as it is a major irrigation work or minor irrigation work and apply for the issue of an order for the repair of the work stating in sufficient details the general nature of the defects in the irrigation work. If on enquiry or report the officer concerned is satisfied that the irrigation work is in such a state of disrepair as materially to prejudice the irrigation of the lands dependent upon it, he would pass an order requiring the landholder to execute the necessary repairs within a specified time. That order itself would further direct that if the landholder refuses or within a specified time fails to execute the work, he should deposit the amount of estimated cost within a time to be specified in that behalf. If the landholder fails also to make the deposit, the officer is empowered under section 139 (3) to recover the amount from the landholder as if it were an arrear of land revenue. Sub-section 4 of section 139 provides "that on the estimated cost being deposited or recovered as aforesaid the officer shall get the works executed as soon as may." In the opinion of my colleagues the above procedure is costly and cumbersome. I cannot agree. By the amendments of 1934 the provisions of the Irrigation Chapter have been made as stringent as possible against the landholder. I do not think it would at all be difficult for a ryot or ryots having the prescribed interest to deposit a small amount of Rs. 200 or Rs. 100 as the case may be if they have any real or legitimate grievance. I may at the same time state that if the deposits now required are felt to be heavy which in my opinion are not, I would not oppose any amendment of the relevant provisions with a view to reduce those amounts. It is impossible however to agree to a procedure like the one suggested by my colleagues whereby a ryot having an infinitesimal interest in the ayacut of an irrigation work may launch proceedings which may result in unnecessary trouble and expense to the zamindar with no possibility of recovering even the costs of the proceeding from the unsuccessful applicant. In my opinion the guarantee that proceedings under this chapter can be started only by a person or persons having appreciable interest in the ayacut of the irrigation work in respect of which the application is meant, is a necessary and salutary provision, the deletion of which would lead to frivolous and vexatious complaints being made against landholders. The suggestion of my colleagues that if the landholder fails to carry out the repairs directed by an order under section 139, the Government itself should carry out the repairs seems to me to be impracticable. The Government may not be willing to have its budgetary arrangements upset by orders which may be passed by its collectors or divisional officers, especially if large amounts are involved. The present procedure provides for the recovery from the zamindar of the amount needed for carrying out the required repairs before the works are actually carried out. That seems to me to be a proper and workable procedure and the criticism of my colleagues that it is dilatory is in my opinion unfounded.

16. Adverting to the complaints that in various estates ayacuts have been extended so as to prejudice the irrigation under the tanks, I may point out that an adequate remedy against such an evil has already been expressly provided for in sections 137 to 137-D of the Estates Land Act as amended in 1934. Under these provisions—

- (a) the ayacut under an irrigation work can be determined at the instance of even a single ryot and the officer who determines the same can also effect the classification of any land as irrigated or garden if it has not already been so classified and can also determine the rate of rent on the lands so classified,
- (b) the landholder is prohibited from making an extension of the ayacut without the express sanction of the Collector in that behalf,
- (c) any ryot can obtain any re-classification of his land as unirrigated if for six consecutive years the land could not be irrigated, and
- (d) a ryot can apply for a temporary reduction of rent pending completion of works of repair.

These provisions amply provide against unauthorized extension of the ayacut and no further amendment is called for.

In regard again to the complaint that tank-beds have been indiscriminately assigned away on patta to augment the income of the zamindar and that the capacity of tanks is consequently affected, it may be stated that the Amendment Act of 1934 has introduced the necessary safeguards. Previous to the Amendment Act of 1934 'tank-beds' were

included in the definition of 'ryoti lands;' by the amendment however they are removed from the category of ryoti lands and section 21 of the Estates Land Act has been extended to them also so that unauthorized occupiers of tank-beds can now be summarily evicted by invoking the provisions of the Madras Lands Encroachment Act. Dealing with the suggestion that the control and maintenance of irrigation works should be vested either in the Government or in panchayats constituted for the purpose I would point out that no necessity for the adoption of such a course has in the first place been proved. Secondly any such transference of control would be a serious interference with the rights of landholders. If, as is pointed out by the Privy Council in the Urlam case and by the High Court in several decisions, the landholder is the owner of tanks and other sources of irrigation and has the right and the privilege of bringing waste lands under cultivation, of levying water-rate when water is supplied or taken for dry lands or for the raising of a second crop on single crop wet land and of preventing unauthorized use of water, would be a clear encroachment of these proprietary rights, if he should be deprived of control over works of irrigation and the same is vested either in the Government or the panchayat. Such transference of control would also be unworkable. It is not easy to see how the supply of water to lands which were not previously irrigated can be sanctioned and by whom. Who again would be responsible for the regular collection of *faslijasti* or *tirvajasti*? Should the zamindar have no voice at all in determining the amount to be spent on the repair of irrigation works and is it to be decided by the Government or the panchayat? There is no doubt that if a third party is empowered to carry out such repairs there would be waste and extravagance as the amount would ultimately have to be paid not by the authority or agency which carried out the work but by the landholder. What again about the ownership of the trees growing in the tank-beds and the tank bunds?

That the panchayat system has proved a miserable failure and the same has been recognized by the Government itself, I have had occasion to state in another context. There is no reason to expect that it would be a success in the case of control of irrigation works. In fact the control and management of a work of irrigation bristles with difficulties at every stage. Supposing on account of disputes among the ayacutdars in the distribution of water there is failure of crops in some portion of the ayacut, is the landholder to be held responsible for the same? Will the ryots agree to be jointly liable for the payment of the total rent of the whole area when once the landholder agrees to hand over irrigation works to the ayacutdars? I need not elaborate this matter any further as no definite and detailed scheme describing the functions or an irrigation panchayat or its composition or defining its obligations to the landholder has been put forward and it is therefore premature to consider this question as a practicable proposition.

Complaints have been made on behalf of the landholders that the existing irrigation law is defective and I shall now advert to them.

It is pointed out that Chapter VIII of the Estates Land Act does not fix the maximum amount which a landholder can be compelled to spend in respect of an irrigation work. All that is provided to safeguard the interests of the landholder is that in passing an order specifying or extending the time within which the landholder must execute the work of repair the officer shall pay due regard to the capacity of the estate ordering such landholder to bear in such time the cost of such works, if any, ordered by such officer or undertaken by such landholder of his own accord. This, as has been pointed out to us by several witnesses, is altogether inadequate. Applications are made for the expenditure for the repair of an irrigation work of huge amounts which are several times the rent derivable from the ayacut. There is no provision that a Collector should not direct the expenditure of any amount beyond a stated maximum. The Tahsildars and Deputy Tahsildars who are generally deputed to make these inquiries lose nothing at all by recommending the expenditure of excess amount as it is the landholder and not the Government that has to find the amount.

The Select Committee that was appointed in 1932 to draft amendments to the Estates Land Act recommended that the amount payable by the landholder in any one year shall not exceed the annual rent of the wet ayacut of the irrigation work concerned. This would have afforded no adequate relief to the landholder. In my opinion there should be a provision that the total expenditure which a landholder can be called upon to incur in any revenue year on the repairs of irrigation works in his estate shall not exceed 5 per cent of the total demand from the irrigated lands in his estate. In the absence of such a provision the landholder may be called upon all on a sudden to shoulder the burden which he may altogether be unable to bear.

Cases may arise where the disrepair of the tank is not the result of any negligence on the part of the landholder but is occasioned by causes beyond his control. A tank may breach when there are unprecedented rains or cyclones. In such cases there is no

justification to compel the landholder to shoulder the burden all at once. Provision must be made for the necessary funds being lent by Government on such occasions, the loan being repayable in easy instalments. Such assistance on the part of the Government was contemplated even in the instructions to the Collectors, dated 15th July 1799 (paragraph 59).

Section 138 of the Estates Land Act provides that the ryots may apply for the repair of an irrigation work if it is in such a state of disrepair as materially to prejudice the irrigation of the lands dependent upon it. What constitutes material prejudice has not been defined and in the absence of such a definition there is every reason of the smallest interference with the supply being treated by officers so inclined as constituting material prejudice within the meaning of the section. An explanation may therefore be introduced stating that the irrigation of the lands dependent upon a work may be taken to have been materially prejudiced if at the time of the application it is not possible to irrigate that extent of land which was being irrigated during the previous ten years or if by reason of inadequate supply it has become impossible to raise the same crop or derive the same yield as was either grown or received during the same period. In applications made by ryots one often comes across very extravagant prayers as for instance that a work of irrigation should be restored to the state in which it was thirty or forty years ago. If for thirty or forty years the ryots could grow the same crops and suffered no loss it would be inequitable to compel the landholder to execute the work applied for merely because the irrigation work was a long time ago in a position to irrigate a much larger extent of lands than were actually being cultivated.

Instances may also arise where a landholder may be able to find an economic method of irrigating the lands in a village while giving up or abandoning the work. The language of section 138 should also be appropriately amended so as to absolve the landholder from any obligation to repair a particular work if he has provided the ryot with an alternative mode of irrigation affording the same supply of water as before.

Adequate provision should also be made for enforcing compulsory labour in such works as silt clearance and petty repairs. Section 6 of the Compulsory Labour Act will not enable the landholder to enforce the customary labour from the ryots. Further it would be much more satisfactory if a statutory obligation is imposed on ryots to do Amji work according to the size of their holdings instead of leaving it to their tender mercies to carry out the obligations which are imposed on them by custom, especially as the incidents of such custom have never been statutorily described or enumerated and may therefore give room for disputes. The ryots are as much interested in the proper functioning of an irrigation work as the landholder and legislation would be one-sided if it only provides for the enforcement of the obligation on the landholder to keep the irrigation work in proper repair without providing an equally effective procedure for compelling the ryots to carry out their obligations in the matter of executing such repairs as they are by law or custom bound to carry out.

It is notorious that ryots very often cut open the bunds of tanks to irrigate their lands and do not even care to close such breaches after the irrigation season is over. The bunds of tanks also get into disrepair on account of herds cattle and goats being allowed to pass on them and graze on the slopes. In the absence of some power in the landholder or his authorized officials to prevent such mischief by the levy of a small fine it would be impossible to preserve the tanks in proper condition.

I may also point out that in some estates by long established custom the management of small irrigation sources has been left to the ryots themselves with the corresponding obligation of effecting the necessary repairs. In declaring therefore the liability of the zairindar in the matter of the maintenance of irrigation works and tanks a distinction should be made between works which he is bound to repair and those in respect of which the obligation has been transferred to or undertaken by the concerned ryots. Suitable provision would have to be made for the exclusion from the scope of the Irrigation Chapter cases where the duty to repair is cast on the ryots themselves by virtue of local custom and usage.

CHAPTER XIV.

✓ CONCLUSIONS AND ANSWERS TO QUESTIONNAIRE.

I shall now summarise my conclusions on the several matters dealt with in my minute of dissent and give my answers to the questionnaire issued by the Committee. In my opinion the zamindar is the proprietor of the soil. The State and its assignees were regarded as the proprietors during the days of Muhammadan rule and the practice was consistent with the theory. When they took over the Government from the Muhammadans, the British Government accepted and recognized that position. State papers

relating to the Permanent Settlement or the period immediately preceding the Permanent Settlement, as also the Regulations of 1802 and the Permanent Settlement Sanads clearly show that it was the intention of the British Government to constitute the zamindars the proprietors of the soil. They did not however intend to take away any rights of occupancy which any tenants may have according to local custom. This was made clear by Regulation IV of 1822. The view that was taken in 20 Madras, 299 and 23 Madras, 318 that all ryots in zamindari areas have by virtue of a territorial custom extending over the whole Presidency rights of occupancy in their respective holdings must now, in the light of recent decisions of the Privy Council, be regarded as of doubtful correctness. In view however of the Madras Estates Land Act which conferred rights of occupancy in zamindaris in the manner defined in 20 Madras, 299 and 23 Madras, 318 it is unnecessary to inquire further into the correctness of those decisions. No zamindar desires or suggests that the policy underlying the Estates Land Act should now be reversed. The interest which the tenant has in the land is that of a kudiwaramdar. It is a species of tenant right. It is heritable and alienable. Its incidents are as defined in the Madras Estates Land Act. The existence of kudiwaram right is in no way inconsistent with the proprietorship of the zamindar. These are my answers to questions I (a) and I (b).

There was no permanent settlement of rents at the time of the Permanent Settlement. State papers of the Permanent Settlement period, Regulations of 1802 and 1822, the Rent Recovery Act of 1865 and the Madras Estates Land Act, decisions of the Privy Council and of the High Court and the declarations of well-known administrators do not lend any support to the conclusion of my colleagues that there was a permanent fixation of rents by or as part of the Permanent Settlement of 1802. The Permanent Settlement was concerned only with the fixation of peshkash as between the zamindar and the Government. The system of collection of rents which was widely prevalent at the time of the Permanent Settlement was the waram or the crop-sharing system. The melwaram or the rajabagam never fell short of a half and was in some cases more than a half. None of the Regulations of 1802 imposed any prohibition against enhancement of rents on proper grounds. The Rent Recovery Act itself imposed no such prohibition. For the first time the Madras Estates Land Act prohibited the enhancement of rents by contract, specifying however the grounds on which enhancement could be had after adjudication by the Revenue Courts. The only object of the patta regulation was to provide authentic evidence of the engagements between zamindars and their ryots. The fixation of rent permanently was not the object of that regulation nor was it affected by it. Freedom of contract as between zamindar and ryot was in no way curtailed. The Rent Recovery Act explicitly recognized the validity of contracts express or implied. Rents could be enhanced either on the ground of a rise in prices or on the ground that superior crops are being raised on the land or that there has been an increase in the fertility of the soil. The right of the zamindar to enhance his rents for proper cause has been recognized throughout these 130 and odd years since the time of the Permanent Settlement. The Rent Recovery Act made no innovation in the law and was in no sense prejudicial to the interests of the ryots. It only expressed in statutory form what had been stated by the Board of Revenue in its proceedings, dated 2nd December 1864. Before the passing of the Estates Land Act commutation could only be effected by agreement of parties. Neither the zamindar nor the ryot could enforce it if the other was unwilling. For the first time the Estates Land Act provided a procedure whereby the zamindar or the ryot could have grain rent commuted into money rent according to principles enunciated in that Act. As the sharing system prevailed in most estates and in most villages till very recent times and as it still prevails in some estates it is most unfair and inequitable to state as my colleagues have done that the rents must be commuted at the prices prevailing at the time of the Permanent Settlement. If there is to be any commutation, it can only proceed on the basis of the prices then prevailing or on the average prices prevailing in the ten or twenty years preceding the date of commutation. From quotations made by my colleagues, from proceedings of the Board of Revenue and from the judgments of the Sudder Diwani Adawlat it is clear that the ryot had to continue to deliver rent in grain if the zamindar insisted. The view of my colleagues that section 11 of the Rent Recovery Act or the enhancement or commutation sections of the Madras Estates Land Act do not apply to occupancy ryots is erroneous and opposed to a long catena of decisions and derives no support whatever from the unambiguous language of those enactments. The rents that now obtain in zamindaris have been in force for at least thirty years. In several cases they have been in force for fifty years or more. Every presumption should therefore be made in their favour. They must be presumed to be fair and equitable till the contrary is shown. In my opinion the contrary has not been shown. In fact sale-deeds executed and leases granted by occupancy ryots in several estates show that occupancy rights have appreciable value and that there is a fair margin of profit to the ryot, the difference between the rent realized by him from his under-tenant and the rent he has to pay to the Estate being very large in some cases and in almost all cases not inconsiderable. Any wholesale interference with the provisions of the Madras Estates

Land Act is therefore uncalled for. The Estates Land Act marked a distinct advance in the matter of the rights of ryots. The provisions contained in the Estates Land Act in respect of enhancement and commutation are not unfair or prejudicial to the interests of the ryots. If recent enhancements in certain estates on the ground of a rise in prices are felt to be harsh by reason of the slump in prices since 1930, some provision may be made for the revision of those enhancements or for invoking the procedure laid down for reduction of rent earlier than the twenty-year period fixed in the Estates Land Act. Nothing more is however called for. My answer to question II (a) is therefore that it is not possible to define what fair and equitable rent is except with reference to the facts of each particular case. The strongest presumption in favour of the existing rent being fair and equitable must be drawn when it has been in force for a considerable time. The answer to question II (b) is that it is not possible to define the general considerations that should be taken into account in fixing a fair and equitable rent. Here again it is a question of dealing with each case on its own merits. I would answer question II (c) by stating that there should not be any statutory provision for remission of rent beyond what has already been enacted in section 39-A. My answer to question II (d) is that it is not advisable to settle the rate or share of rent for a particular area once for all and that I consider it advisable that the determination of a fair and equitable rent should be left to the officer or court concerned subject to such principles as can possibly be enunciated. Again I consider it most undesirable that the Provincial Government should have any reserve powers to revise, alter or reduce the rents by executive action as contemplated in question II (e).

In my opinion the powers of collection of rent now given to landholders under the Madras Estates Land Act require revision and I would answer question III (a) accordingly. The present procedure is dilatory and costly. The amendments made in 1934 have had the effect of making the procedure more dilatory and costly than it previously was. They should therefore be repealed particularly the provisions in regard to notifications in the district gazette. The zamindars should have much larger powers over the village officers and the Revenue department should be much more helpful to the zamindars than it now is, if the procedure of collection is to be simpler and less costly than now. From the report of my colleagues it looked as if the zamindar's position in the matter of collection of arrears of rent is going to be equated to that of the Government in ryotwari areas. The draft proposals however leave the procedure as complicated and costly as now. I do not agree with my colleagues in their proposal that distraint of movable properties should be effected through the agency of Government officers. I would answer questions III (b) and III (c) on the lines above indicated.

The zamindar is the owner of all tanks and streams and other water sources in the estate. The rights of the tenants are confined to obtaining the usual or customary supply of water. The zamindar has the power of regulation over all tanks and other sources of irrigation. He is bound to keep the works of irrigation in proper repair. After supplying water to the ryots owning lands in the *ayacut* the zamindar can utilize the surplus water, if any, for irrigating other lands. The rights of the tenants to water-supply arise out of the classification of their lands as wet lands and are the result of the contract between the ryot and the landholder. They are not inherent as being appurtenant to the lands. The amendments made to the Irrigation Chapter in 1934 have, if anything, gone too far against the zamindars. There is a possibility of the procedure laid down in the amended section of the Madras Estates Land Act being utilized in a manner oppressive to the zamindar by making him to take up repairs on too extensive a scale and out of all proportion to his annual resources. The procedure recommended by my colleagues is much more stringent and would be ruinous to zamindaris with restricted resources. These are my answers to questions IV (a) and (b).

There is no need to survey all estates or to compulsorily maintain a record of rights. If a survey and record of rights are to be carried out, the Government, the zamindar and the ryot may share the cost equally. The landholder cannot demand any levies customary or otherwise from ryots in addition to rent.

In regard to the grazing of cattle or the collection of green manure or wood for agricultural implements, the rights of tenants can only be based on any existing local custom. There is nothing like a natural right to these facilities. No local custom can be inferred if these rights are being exercised by the ryots with the permission of the landholder and on payment of fees to him. In deciding whether there is any valid custom it would also have to be considered whether the custom pleaded by the tenants would be invalid by reason of its unreasonableness, where, for instance, it is likely to exhaust the property which is the subject of the custom in question. The tenants have no inherent rights to graze their cattle or collect green manure or cut wood for agricultural implements. The zamindar is undoubted proprietor of hills and forests and waste lands while he has the right of reversion in public paths and communal lands and is entitled to take possession of them subject to the provisions of the Madras Estates Land Act when they cease

to be used for the communal purpose for which they are now dedicated. A distinction has to be drawn between hills and forests and waste lands on the one hand and communal porambokes like village-sites, cattle-stands, threshing floors, etc., on the other. The view of my colleagues that all porambokes are the property of the ryots is opposed to a long series of decisions and to the Permanent Settlement itself. Since the above paragraphs indicate my views in regard to the subject-matter of questions 5, 6 and 7 I have not thought it necessary to answer them seriatim.

In regard to question No. 8 my answer as regards part (a) is that it is neither necessary nor possible to formulate the principles which are to guide the parties or courts in arriving at a suitable scheme for the purpose of maintaining irrigation sources and works. As regards (b) I do not think it is advisable that any rights should be vested in Provincial Governments to undertake the repair or maintenance of irrigation works and I would answer question (c) by stating that there is even less justification for such powers being vested in the Government to be applied *suo motu* or on application by parties. In my opinion the present provisions of the irrigation chapter of the Estates Land Act are more stringent than they need be and any amendment which may be undertaken should avoid the possibility of the provisions of the irrigation chapter being worked in such a way as to endanger the existence of the estates themselves.

In answering question IX I would state that an yearly jamabandi may be held in zamindar voluntarily or in accordance with the provisions of the statute there should be zamindari villages as in the case of ryotwari villages but would only add that such jamabandi would be altogether useless without the co-operation of the village officers which can only be ensured by the conferment on the zamindars of powers of control to a much larger extent than they now possess. And if any remissions are granted by the zamindar voluntarily or in accordance with the provisions of the statute there should be a corresponding remission of the peshkash.

My answer to question X is that rights of occupancy should be conferred on under-tenants on proof that they have cultivated the lands of a particular pattadar for a number of years which may be specified. There should also be provision for the regulation of rents as between the pattadar and the under-tenant. So far as the zamindar is concerned, his right of realizing his rent should in no way be affected by the fact that an under-tenant is in occupation of the whole or a portion of the holding. The processes prescribed for recovery of rent should be as much available against the under-tenant as against the ryot.

In regard to question XI (a) there is no need to constitute a special tribunal and the Board of Revenue may continue to be the final appellate and revisional authority in proceedings between landholders and tenants or ryots. I would answer question XI (b) by stating that actions and proceedings between landholders and tenants may be tried by Revenue Courts as now. There is no need for the constitution of special courts or for the transference of jurisdiction from the Revenue to the Civil Courts.

The procedure available to a zamindar as against a ryot unauthorizedly occupying lands is costly and cumbrous. The zamindars should be enabled to secure possession of their waste lands and bought-in lands by a cheap and expeditious procedure. For instance, it should be open to them to obtain from a Collector a delivery warrant against any person who might have trespassed unauthorizedly on lands not belonging to him or on land which had once belonged to him out of which he has lost the ownership by rent sale or otherwise.

As regard question XII (b) I would suggest that the landholder should have the right to collect jodi, poruppu or kattubadi from the inamdars in the same way and by the same procedure by which he collects his rents from his ryots. I would finally add that the procedure indicated by my colleagues for the purpose of ascertaining what they describe as the conversion rates is faulty and misleading. It is impossible to find with any reasonable correctness the rates of rent obtaining in 1802 or the extent of land then under cultivation.

CHAPTER XV.

Notes in regard to Individual Estates.

In Part II of their report my colleagues deal with the evidence relating to the individual estates and give their conclusions which are based partly on their own inferential reasoning and partly on the interested oral evidence adduced on behalf of the ryots. It has not been possible for me during the short time at my disposal to consider with reference to all the estates how far their conclusions are justified. I am however appending a few notes in respect of some of the estates. I should not, however, be taken to have accepted the correctness of the conclusions arrived at by my colleagues in regard to the rest.

PITHAPURAM ESTATE.

The Majority Report in so far as it relates to the Pithapuram Estate, centres upon a discussion of the Diwan's evidence. Incidentally the majority report attempts to define the political status of the forefathers of the present Maharaja. The suggestion in the majority report that the ancient Rajas of this estate had no independent authority vested in them is not correct. The ancient history of the estate reveals that the original founders of this family were independent rulers having sovereign power over the Tellingana country. When the Moguls invaded Tellingana the rulers of Pithapuram had become feudal kings under them with the title of Desmooky (chief of a district). They were exercising the civil and military and financial powers in their territory and were always commanding a certain army. The Pithapuram zamindari is therefore an ancient principality whose independence has been recognised even during the time of the Mogal rule.

Another observation in the majority report is that the decrease in peshkash of this estate from Rs. 2,58,979 in 1802 to Rs. 2,31,438-10-0 in 1936 is due to the acquisition of the jirayati land for public purposes suggesting thereby that though the peshkash was decreasing due to the reduction of land the rent roll of the estate was increasing. This observation is clearly incorrect and opposed to facts. A major portion of this reduction in peshkash was due to the separate registry of Darimila Inams and other alienated lands under Act I of 1876 by fixing separate assessment on the same. The Government has been collecting this decreased amount from the other persons in whose name the separate registry has been made. The zamindar even before reduction of peshkash was not realizing any rent from this lands. It is therefore misleading to say that peshkash is decreasing while the rent-roll is increasing.

The main grounds urged by the Diwan for the increase in rental in this estate are 3 in number.

- (1) Extended cultivation of waste land.
- (2) Rise in prices of staple food crops.
- (3) Increase in irrigation facilities.

To substantiate his first ground he stated that the area under cultivation at the time of the Permanent Settlement was roughly 75 thousand acres and that the present area under cultivation is 134,239 acres. These are not imaginary figures but are based on the old and present accounts of the estate, copies of which are also available with the Government. The old Bhuband accounts at the time of the Permanent Settlement show that 28,427 visams of lands were under cultivation at that time. If converted into acres at the rate of 3 visams per puttī or 2 and two-thirds acres per visam which is the accepted standard throughout the district the area under cultivation comes to 75,806 acres. There cannot be any dispute regarding the present acreage of cultivated area in the estate as it has been surveyed. A comparison of the two figures shows that roughly an extent of sixty thousands of acres of waste land has been brought under cultivation since 1802. Apart from this there are the Assets registers prepared by the Government for the years 1777 to 1784 for fixing the peshkash on this estate. These registers show the actual land under cultivation at that time to be 30,120 visams. If converted into acres at the standard mentioned above it comes to 80,320 acres. This shows that 53,919 acres of waste land has been brought under cultivation subsequent to Permanent Settlement.

Curiously enough my colleagues brush aside this existing documentary evidence and adopt an imaginary formula to arrive at an estimate of the cultivated extent of land in 1802. By a process of calculation, which itself has been very incorrectly made as will be shown later, they have arrived at the conclusion that the area under cultivation at the time of the Permanent Settlement was even a little higher than the present extent. This is really an astounding conclusion. To say that during the last 130 years no waste land has been brought under cultivation in this estate or for the matter of that in any estate is to try to deceive oneself. It is a common experience that during the last one century large tracts of waste land have been broken up and brought under cultivation owing to improved irrigation facilities, better methods of transport and good market for the yield produced. In fact, at the time of the Permanent Settlement the existence of large tracts of waste land has been recognised by the British Government and it was held out to the zamindars that they have got vast resources in the uncultivated extents in their estates and that they can profit themselves by opening up those lands. Now we practically do not find any waste land in the estate. If so what has become of all this uncultivated extent? The only irresistible conclusion is that all this land has been cleared up and cultivated subsequent to 1802. I have already pointed out earlier in my minute that the method of calculation adopted by my colleagues for arriving at what are called conversion rates is altogether fallacious and unreliable.

Even accepting the formula adopted by my colleagues for ascertaining the extent of cultivation in 1802 and even assuming without admitting that the price of paddy was Rs. 85 per garce at about that time yet the calculation made in the majority report is clearly incorrect. The rent roll at the time of the Permanent Settlement is Rs. 3,92,182. If paddy was then selling at Rs. 85 per garce the rent roll converted into garces will be about 4,614 garces. Applying the formulæ enunciated by my colleagues that 16 acres of land give a rental of one garce then 4,614 garces will be the rental on $4,614 \times 16$ or 73,824 acres. This will be the extent under cultivation at the time of the Permanent Settlement. The Dewan in his evidence also gives roughly the same figure. It is not intelligible as to how my colleagues have arrived at an extent of 1,33,806 acres as being the cultivated extent in 1802.

Considerable criticism has been levelled in the majority report against the "Vontuvaradi" system which was prevailing in the estate prior to 1887. With great respect it must be submitted that my colleagues have altogether misunderstood the true import of this system. By this method of assessment the aggregate rental that the zamindar gets on the whole village is never enhanced. It only aims at an internal shuffling of the rents amongst some of the holdings to ensure impartiality to all the ryots rich and poor. The system that was adopted was as follows.

If any ryot in a village feels that his neighbour's land has been under-assessed and his holding over-assessed then he demands that his neighbour's land should be made over to him at an increased rate agreeing at the same time to hand over his holding to his neighbour at a decreased rate by a like amount. So far as the zamindar is concerned the total rent that he gets is one and the same. If there is to be an increase in rent on one holding on account of this challenge there will be a corresponding decrease of rent on the other holding. Even the local agent of the Rajah cannot profiteer under this system as his holding also is exposed to a challenge by his neighbour. The only evil effect of this system was the insecurity of possession of the holding to the ryot and his consequent indifference to invest labour and capital on his land for improving its fertility. Whatever its evil effects may be it can never be said that this system was the means of securing additional revenue to the zamindar. If there was enhancement of rent in this estate, it was not due to Vontuvaradi system but to other causes. This system was not peculiar to this estate only. It was prevalent even in Government ryotwari tracts and was there in vogue from 1825. It was only in 1860 when there was a scientific settlement of rent in ryotwari areas that this system was given up. Mr. Morris in his book on "Descriptive and Historical Account of the Godavari district" at page 314 describes this practice of challenging. This system was also described at page 168 of the Godavari District Gazetteer. The description in these two books is exactly in consonance with what has been started to us by the Diwan in his evidence. Therefore it is most uncharitable to hold that the rent roll in this estate has increased on account of this Vontuvaradi system. As submitted above it has no connection at all with the increased rent roll in the estate.

The second ground urged by the Dewan for the increase of rental is the rise in prices of staple food crops. The price of paddy in 1854 as gathered from the old estate accounts of fasli 1264 was Rs. 14-6-0 per putti, i.e., 200 kunchams of paddy. It works out at the rate of Rs. 43-2-0 per garce. As per the statistical Atlas of the Madras Presidency published by the Government the average price of rice per rupee in 1874-1875 was 19.8 seers, i.e., 39.6 of paddy. It works out at the rate of 62 per garce of paddy. Mr. C. V. S. Narasimharaju in his printed memorandum submitted to the Committee has quoted certain extracts of the old village accounts showing the price of paddy to be ranging between 20 to 30 rupees per garce at or about the time of permanent settlement. At any rate it is common knowledge that barring famine and other extraordinary causes the price of foodstuffs rose up progressively from 1802 and even the present day low rates are double and treble the rates that were prevailing in the early part of the 19th century.

My colleagues seem to hold that even though there is a marked rise in the price of foodstuffs yet under the regulations of 1802 the zamindar has no right to increase the rents and that the rents fixed in 1802 are unalterable. I have dealt with this view of my colleagues elsewhere in my report and pointed out how utterly erroneous it is. It is unnecessary to repeat those reasons here.

The third ground urged by the Dewan is that the increase of rental is due to the improved sources of irrigation. Here again the Committee was under a misconception on that all the wet lands in this estate are irrigated under the Godavari Anicut system. It is only a third of this estate that is irrigated by Godavari water. The remaining two-thirds is situated in the upland tracts for which there are separate sources of irrigation

provided by the zamindar. As regards wet lands in the estate which are irrigated under the anicut system to majority observes that the ryot is made liable to pay water rate on lands for which the zamindar has not provided water facilities. This is incorrect for this reason. Prior to the anicut system all the wet lands in this portion of the estate were irrigated by water sources provided for the zamindar at a heavy expense and consequently these lands were charged with wet assessment. With the introduction of the anicut system the irrigation sources have been intercepted and cut off by the Government. So to reimburse the loss caused to the zamindar the Government entered into an engagement with him to supply free of tax water to all lands in that locality which were previously being cultivated wet by means of the zamindar's water sources. The ryot is getting his usual water as before; the zamindar is collecting his usual rent. So it is not correct to say that the zamindar has not provided water facilities for these wet lands. For the irrigation of the wet lands in the upland tracts large amounts have been spent by the zamindar for the construction of several irrigation works and thousands of acres of dry lands have been brought under wet cultivation. Full details of the amounts spent and the works constructed were submitted to us. The zamindar is charging the usual wet assessment on these wet lands. Here again the committee seems to be of opinion that even though the zamindar provided improved facilities for irrigation for waste as well as other lands he cannot raise the rents over and above these fixed at the time of the permanent settlement. The same arguments that apply to the right to enhance rent owing to rise in prices apply with equal force to this contention also.

Some criticism was levelled against the Diwan's evidence regarding the raising of sugarcane, betel, etc., in the first group of villages. Here it must first be noted that the grouping of villages in the memorandum submitted to the committee was not in accordance with the nature of the crop grown in those villages but only in accordance with the source of irrigation available to each group. While so grouping a general statement was also made regarding the various crops that grow in those villages. It was never the intention of the Diwan to suggest that either in all the villages or in all the lands in each village do these crops grow. He has also made this clear in his evidence when he said that betels or sugarcane are grown only in a very small proportion of the lands in these villages. Further sugarcane is a very costly crop for which a lot of capital has to be invested and unless it fetches good price in the market the ryots will be put to heavy loss. So even though some of the lands in the first group of villages are fit to raise these crops yet the ryots will be very reluctant to grow them for the reasons stated above. The observation in the majority report that in Penugudur and in Chollangi the staple produce is salt is also incorrect. There are several hundreds of acres of wet lands in these villages yielding good paddy crop and I am not aware of any evidence adduced before us contradicting the Diwan's evidence in this particular.

Regarding the other points raised in the report about the control and repair of irrigation works, the lease of tank-bed lands, remission of rents, survey and record of rights, alleged assignment of communal lands, lease of lanka lands, etc., the Diwan in his evidence has seriatim answered with documentary evidence the several complaints made by the witnesses in their evidence before the committee. My colleagues have merely recited the alleged grievances of the ryots in the report without incorporating the replies given by the Diwan or trying to meet those replies. In this connexion there is also mis-statement of fact made in the majority report. No witness complained that communal lands are being assigned to the relatives and others in whom the Maharaja is interested nor did the Diwan admit that the Maharaja is ready to give them up. Some witnesses complained that their lanka lands which they relinquished after falling into heavy arrears have been re-granted to the relatives of the Maharaja. It is with reference to these lands that the Diwan stated that the Maharaja has no objection to give them back to the tenants if they agree to pay their rent regularly hereafter. I may finally add that I am not prepared to give my credence to the vague interested and uncorroborated allegations made by the witnesses examined on behalf of the ryots in regard to this estate.

✓UDAYARPALAYAM ZAMINDARI.

The majority report has dealt at some length with the origin and history of the southern poliems and has made certain special observations with regard to the Udayarpalayam zamindari in the Trichinopoly district.

It is stated that before the zamindari was permanently settled in the year 1817, the entire area was the absolute property of the Government. This view of my colleagues is opposed to the decision of the Madras High Court reported in 24 Mad., 562, relating to the succession to the zamindari wherein Their Lordships held on the evidence before them and in clear and unmistakable terms that the poligar was reinstated to his ancient poliem by the settlement of 1817 and that any interruption in the continuity of the management of this poliem was only an enforced temporary break which made no

change whatever in the original tenure. The judgment of the High Court was upheld by the Privy Council in 28 Mad., 508.

My colleagues have apparently accepted the ryots' version that the zamindar has been gradually increasing the rates of rent. In my opinion all those allegations have been clearly refuted in the statement filed by the Dewan and by unimpeachable documentary evidence. The reference to the average rate of Re. 1 per acre in the Trichinopoly District Manual at page 225 does not at all refer to the Udayarpalayam zamin villages which adhered to the rates obtaining at the time of the restoration of the poliem in 1817 but refers only to the average rate of assessment proposed to be levied on dry land in the Government villages of the Trichinopoly district as per the settlement proposals made by Mr. Puckle in fasli 1264. The rates referred to at pages 201 and 202 of the District Manual also relate to the Government villages in the district and not to the zamin villages. Erroneously assuming that the average rate of Mr. Puckle's settlement of 1864 was that obtaining in the zamindari at the time of the Permanent Settlement my colleagues proceed to arrive at the extent of the cultivated area in the estate as 27,412 acres by merely dividing the figure of 27,412 which is the estimate given by Mr. Lushington of the income of the estate in fasli 1227 by Re. 1 which, as already stated they believe to have been the rate then obtaining. In order to arrive at the area under cultivation in fasli 1227 my colleagues ought to have divided the total rental of 27,412 by the rate prevailing at that time. During the 50 years between faslis 1297 and 1347 it would appear from the records filed on behalf of the estate that the rates have all along been constant without any variation whatever. The zamindar has filed a statement showing the average rates of rent for about 9 faslis and by striking an average for these 9 faslis we get at the rate of Rs. 2-12-3 per acre. In the absence of any evidence to show that the rate of rent prevailing prior to fasli 1297 was less than the rates prevailing since then it may be assumed that Rs. 2-12-3 was the prevalent rate in or about fasli 1227. Dividing the total income of Rs. 27,412 as given by Mr. Lushington by Rs. 2-12-3 the extent of cultivation in fasli 1227 would have been about 9,912 acres. Further when the statement reveals that the cultivated area in fasli 1297 was 38,685-38 acres and that it increased to nearly double that figure by fasli 1346 (to 67,265-86 acres), there need be no wonder that between fasli 1227 and 1297, a period of 70 years when the country was free from disastrous internecine wars, the cultivated extent of 9,912 acres in fasli 1227 rose up to 38,686-38 in fasli 1297 with consequent increase in the amount of rents payable to the zamindar.

Various virgin fields would have been assigned on darkast subsequent to 1817 at Ulkudi rates (the highest rates prevailing in the zamindari). This Ulkudi rate of rent was held to be legal by the District Court, Trichinopoly, in its judgment in A.S. Nos. 276 and 280 to 284 of 1915, a copy of which has been filed before us. Therefore the only conclusion possible is that the increased revenues of the estate must be attributed to the increased extent of cultivation and not to any increase in the rates of rent from Re. 1 to Rs. 2-12-0 as erroneously stated in the majority report.

As regards the seeming disparity between the rent roll for fasli 1346 as given by the zamindar and that taken from the Government accounts it can be pointed out that the Government figure of Rs. 1,86,020-5-3 would seem to include the cesses while that given by the zamindar is only the actual assessment on 67,265-86 acres, namely, Rs. 1,79,714-9-9 exclusive of cesses. (Vide statement showing the several crops raised and the assessment thereon as per Kudivari and Payirwari in fasli 1346.)

The majority report relies on the mis-statement of certain witnesses and instances a case where one Adangal number 23 measuring 1-9-6 was assessed to Re. 0-14-6 in fasli 1241 while for the same Adangal number an extent of 0-7-0 kani was assessed to Rs. 2-1-4 in fasli 1346. The zamindar has stated in his written evidence that the currency prior to 1283 fasli was expressed in terms of star pagodas and that the fallacy of the allegation could be exposed if the figures mentioned in the witnesses' exhibits were converted into rupees which would show there was no enhancement.

Another instance of how according to my colleagues the zamindar doubled his rates by assessing casuarina and cashew trees, has been cited in the majority report. In the zamindar's evidence it is explained that this case is not an enhancement of rent but that the casuarina and cashew trees first came to be assessed only in the year 1929, while in 1928, the land alone was assessed at waste rates without reference to the trees grown on it. The zamindar has also filed a copy of the District Court judgment in A.S. No. 185 of 1932, to show the legality of the assessment for the said cultivation.

The incidence of the levy of Kattalai fees in this zamindari is detailed in the zamindar's answers to the questionnaire and his written statement of evidence and according to the judgment in A.S. Nos. 180 to 185 of 1932 (copy filed as exhibit), the levy of such fees seems to have been declared to be quite legal.

In part 1 of the report the Committee state that the zamindar admitted that he is not the proprietor of the soil. This is entirely incorrect as will be found from the zamindar's answers to the questionnaire. In paragraph 9 of the answers it is clearly stated that "the zamindar is the proprietor of the soil." But the misunderstanding seems to have arisen with regard to the last two sentences of the answers to the second question, namely, "the term rent is a misnomer. I am not a landlord, nor the occupant of the soil, a mere tenant." What the zamindar meant to say by these sentences obviously was that he is not a landlord and the ryot is not a tenant in the English Law sense. These sentences cannot be read as if the zamindar said something directly opposed to what he had already stated in his previous answer in unequivocal terms.

KAPILESWARAPURAM AND KESANAKURRU ESTATES.

In referring to the Kapileswarapuram and Kesanakurru Estates my colleagues couple them with Hasanbada village which, it must be pointed out, is a Government ryotwari village and which should therefore have been left out of account. In comparing the rent roll of Kapileswarapuram and Kesanakurru in the years 1874 and 1875 and in fasli 1346, my colleagues state that the income of Kapileswarapuram Estate in fasli 1346 is Rs. 75,335 and odd whereas according to the evidence of the Tanedar of the Estate it was only Rs. 42,024. In regard to the Kesanakurru Estate again there is a similar inaccuracy. While the Tanedar stated that the income of that Estate in fasli 1346 was only Rs. 29,220, my colleagues have put it down as Rs. 34,340. I am unable to see any basis or authority for the figures given by my colleagues. The evidence of the Tanedar was evidently based on Estate accounts which would have been produced if the Committee had thought that their production was at all necessary. Even in regard to the figures 42,000 and odd and 29,000 and odd given by the Tanedar as the incomes of the Kapileswarapuram and Kesanakurru Estates respectively in fasli 1346, it must be borne in mind that a good portion of the income is from low level lankas which are mostly in the possession and cultivation of the zamindar himself. In Kapileswarapuram Estate Rs. 22,619 out of the total of Rs. 42,024 was the income from lankas, while the income from the ryoti lands was therefore less than Rs. 20,000. The corresponding figures for the Kesanakurru Estate in fasli 1346 were about Rs. 9,800 from lankas, leaving a figure of about Rs. 19,400 as the income from ryoti land out of a total of Rs. 29,000. It should be noticed that the income from lankas is not rent collected by the zamindar from tenants since he is himself having the bulk of the lanka lands cultivated by his own agricultural establishment. It only represents a figure which is furnished by the zamindar for purposes of calculating the land-cess payable to the Government. In the Kapileswarapuram Estate there were no lankas in 1874-75 while in the Kesanakurru Estate the extent of lankas in 1874-75 was exceedingly small. In fasli 1346 however there were about 1,500 acres of lanka lands in Kapileswarapuram Estate while the extent of lanka lands in the Kesanakurru Estate was about 465 acres. In instituting a comparison therefore between the rent roll of the two estates in 1874-75 and fasli 1346 my colleagues ought to have excluded the income from lanka lands and ought to have taken into consideration only the income from ryoti lands in the latter fasli. On that basis therefore it would be seen that the income from the ryoti lands in the Kapileswarapuram Estate in 1874-75 was Rs. 19,255 while it was about Rs. 19,400 in fasli 1346. Similarly the income from the ryoti lands in the case of the Kesanakurru Estate shows only a slight variation from Rs. 18,430 in 1874-75 to Rs. 19,400 in fasli 1346. I need hardly say that the conclusions of my colleagues at page 55 of their report based as they are on incorrect assumptions of fact, can hardly be accepted. In the valuable evidence given by the Tanedar of the Kapileswarapuram Estate supported by facts and figures it is clearly shown that if the rents of the Kapileswarapuram and the Kesanakurru Estates are brought down to the level of the rents obtaining in neighbouring ryotwari villages, the zamindar's income would be much less than the peshkash he has to pay in respect of those estates. This evidence stands uncontradicted and the figures furnished by the Tanedar cannot possibly be questioned, obtained as they are from the estate accounts and from Government registers. I regard this as the clearest argument adopting the Government rates for zamindaris, a subject which I had to deal with more elaborately elsewhere in my minute. The Tanedar in his evidence has also pointed out that consequent on the dismemberment of the Peddapur Estate while the Kapileswarapuram and Kesanakurru Estates were purchased by the predecessors-in-title of the present zamindar, several villages forming the old Peddapur Estate were purchased under the same condition of sale by the Government itself. In regard to some of those villages the Tanedar has pointed out in Appendix A attached to his written evidence that the Government increased the rents of several villages, the increase being in the case of one village

Inavalli as much as 151 per cent while in the case of Tanelanka, G. Vemavaram and Udayarlanka the increase was respectively 50 per cent, 64 per cent and 57 per cent over the figures of 1802. Apart from the fact that the Government did not consider it unfair or inequitable to raise the rents in these villages I regard these as a clear refutation of the theory of my colleagues that the rents were permanently settled in 1802 and therefore could not legally be altered subsequently. For if they were really so the rents in these villages which were governed as I said by the same conditions of sale would not have been raised in the manner in which they were by the Government in later years.

As regards the complaints made by some of the witnesses examined in regard to this estate they are in my opinion absolutely baseless. The complaint that the zamindar is bringing ryoti holdings for sale for arrears of rent with a view to increase his seri or kamatam land can hardly be true. Witness No. 118 himself admitted that in several instances the zamindar was leasing these lands out again to the ryots after they were purchased by him. Further it is legally impossible for a zamindar to convert ryoti land which had come into his possession into seri land or karmatam land for as soon as he admits a ryot to possession of that land again the person so admitted acquires occupancy rights. In the matter of the leasing of some of the low level lankas the complaint was made that the zamindar was letting them out at very high rents. The tanedar's evidence in respect of this matter is noteworthy. Even in Government villages low level lankas are put up for auction periodically and let out to the highest bidder at competitive rates and the izaradars who bid for such lankas have no occupancy rights in them. How these lankas are liable to erosion, the large amounts which the zamindar has to spend in order to assist in the new formation and for the conservancy of these lankas, the unwillingness of the ryot to pay rent for the eroded portions of the lankas in his holding, extreme fertility of the lankas in the early years of their formation, are all deposed to by the tanedar whose evidence may be referred to in order to fully appreciate the incidents of the tenure on which the lankas in these and other estates are held and to realize that the complaints made by the ryots are without any real foundation. The reference to Witness No. 147 is an obvious slip as he has no connexion with this estate and the deposition of Witness No. 146 that formerly grazing was freely permitted cannot possibly be true as there are no forests in this estate.

KANNIVADI ZAMINDARI.

Of the several matters dealt with in the report of my colleagues in regard to this estate the most important is the one which relates to the revenue to which the zamindar would be entitled under the principles enunciated by them. For this purpose my colleagues compare the figures of the year 1904 with those of fasli 1347. Though in accordance with their general proposals that the rates obtaining at the time of the Permanent Settlement should be ascertained, my colleagues refer in more than one place of their report to the extent of cultivation in 1802 and to the rents obtaining in that year, without however giving any figures either in regard to the one or in regard to the other. This of course was inevitable because so far as I am aware neither this zamindar nor any other zamindar was asked to produce documents showing the extent of cultivation in 1802 or to prove the extent to which cultivation has spread, subsequently. Without pointedly drawing the attention of the zamindars to this aspect and without giving them an adequate opportunity of producing documents and accounts which may be available with them, I think it is not proper that we should draw any conclusions as to the causes which are responsible for the increase in the revenue of the estate. It is claimed on behalf of the zamindar that extension of cultivation of waste lands has been mainly responsible for the increased revenue of the estate. For aught we know the zamindar would be able to substantiate this with reference to the accounts of the year 1802 or a year or two earlier or later. If the figures of 1904 are to be adopted as the basis we would no doubt be led to think that there was extension of cultivation to the extent of only 21,467 acres as stated in the majority report, while if the figures of 1802 are adopted as the basis, the extension of cultivation would in all probability be considerably more than that. I would therefore submit that the conclusion of my colleagues that the revenue for 1937 is double the amount to which the zamindar would be entitled on the basis of the Permanent Settlement rate, is based on the figures of 1904 and consequently erroneous. I may also point out that the figure Rs. 1,74,291 which represents the revenue of this zamindari in 1937 includes a very large item of Rs. 28,123 which the zamindar derives by way of the revenue of the hill villages, which is a peculiar feature of this estate. If that amount is eliminated, the corrected figure for purposes of comparison would be Rs. 1,46,168.

M. VENKATARAMAYYA APPA RAO,
Zamindar of Mirzapuram.

14th November 1938.

LIST OF APPENDICES REFERRED TO IN THE REPORT.

- I The Ain-i-akbari.
- II How the British came in.
- III Revenue administration prior to Permanent Settlement.
- IV Permanent Settlement.
- V Cultivator's share.
- VI Rent Legislation.
- VII-A Instructions issued to Collectors regarding Permanent Settlement of Northern districts.
- VII-B Instructions issued to Collectors regarding Permanent Settlement of Southern districts.
- VIII Madras Regulations of 1802 and 1822.
- IX Circular letter to all Collectors calling for a Report on the working of the Patta Regulation.
- X Revenue Consultations (1821).
- XI Sir Thomas Munroe's Minutes.
- XII Despatch of the Court of Directors (London) to the Governor in Council, Fort St. George.
- XIII Revenue Board's Proceedings No. 7743.
- XIV Forest rules.
- XV Rent Recovery Bill of 1863 and Second Report of the Select Committee.
- XVI Commutation rates.
- XVII-1 Appointment of Special Commission.
- XVII-2 Special Commission Report and Government Order.
- XVII-3 Special Commission Report—Western Poliams.
- XVII-4 Government Order.
- XVII-5 Government Order—Western Pollams.
- XVII-6 Special Commission Report on Salem.
- XVII-7 Government Order on Special Commission Report.
- XVII-8 Report of the Special Commission, First Division, Vizagapatam.
- XVII-9 Government Order on the settlement of First Division, Vizagapatam.
- XVII-10 Advertisement of sale of lands in First Division, Vizagapatam.
- XVII-11 Conditions of sale of lands for the First Division, Vizagapatam.
- XVII-12 Special Commission Report, Third and Fourth Divisions, Masulipatam.
- XVII-13 Government Order on the settlement of First, Third and Fourth Divisions of Masulipatam.
- XVII-14 Special Commission Report, Ramnad, Shevagungah and Tinnevely.
- XVII-15 Havelly lands of the First and Second Divisions of Masulipatam and Third Division of Vizagapatam.
- XVII-16 Abolition of Special Commission.
- XVII-17 Government Order on Special Commission Report on Havelly lands of the First and Second Divisions of Masulipatam.
- XVII-18 Letter to the Board of Revenue prescribing the duties devolving on the Board of Revenue on the abolition of Special Commission.
- XVII-19 Special Commission Report on the Permanent Settlement of Second Division of Vizagapatam.
- XVII-20 Government Order on settlement of Second Division of Vizagapatam.
- XVII-21 Special Commission Report, Ganjam.
- XVII-22 Government Order on the Report of the Special Commission, Ganjam.
- XVII-23 Special Commission Report, Krishnagiri Division.
- XVII-24 Government Order on the Permanent Settlement of Krishnagherry.
- XVII-25 Special Commission Report, Dindigul.
- XVII-26 Government Order on the Settlement of Dindigul.
- XVII-27 Conditions of sale and advertisement of sale of lands, Cuddalore and Trivenduporam.

- XVII-28 Poonganoor Pollam—Board's Consultations.
- XVII-29 Southern Polliams.
- XVII-30 Congoondy—Board's Consultations.
- XVII-31 Report of the Board of Revenue regarding Rampa Zamindary.
- XVII-32 Government Order authorizing the Board of Revenue to issue sanads to all unsettled poliams existing in 1865.
- XVII-33 Board's recommendation for the grant of sanads to certain unsettled poliams and Government Order thereon.
- XVII-34 Government Order reducing the Peishkush on Arni Estate.
- XVII-35 Marungapuri Polaiyam—Board's recommendations and Government Order thereon.
- XVIII Surveyed Estates.—Years of survey—Particulars of areas.
- XIX List of Proprietors to whom Permanent Settlement sanads were issued in the four districts of Chingleput, Kistna, West Godavari and Vizagapatam.
- XX Floods and Famine.
- XXI Early Law relating to Currency and coinage.
- XXII-1 Inam Rules.
- XXII-2 Extracts from "Inam Selections from the Records of the Madras Government".
- XXIII-1 Extracts from the Proceedings of the Council of the Governor of Fort St. George, dated 9th January 1908.
- XXIII-2 Extracts from the papers relating to Madras Estates Land (Second Amendment) Bill, 1936.
- XXIV Exhibits.
- XXV-1 Madras Tenancy Bill (1898), as introduced.
- XXV-2 Madras Tenancy Bill (1898), as amended.
- XXVI Extracts from the Madras Tenancy Bill (1898).

LIST OF RECORDS REFERRED TO FOR DRAFTING THE REPORT

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| File 3171-B, dated
1st June 1938. | <ul style="list-style-type: none"> (1) G.O. No. 4 (Legal), dated 28th January 1903. (2) G.O. No. 83 (Legal), dated 1st December 1896. (3) G.O. No. 85 (Public), dated 16th January 1896. (4) G.O. No. 6266 (Revenue), dated 4th December 1897. (5) G.O. No. 6239 (Revenue), dated 3rd December 1897. (6) G.O. No. 3076 (Revenue), dated 21st July 1898. (7) G.O. No. 2533 (Revenue), dated 16th June 1898. (8) G.O. No. 2396 (Revenue), dated 4th June 1898. (9) G.O. No. 2772 (Revenue), dated 1st July 1898. (10) G.O. No. 319 (Revenue), dated 12th May 1897. (11) G.O. No. 211 (Revenue), dated 1st April 1898. (12) G.O. No. 1678 (Revenue), dated 19th April 1898. (13) G.O. No. 1202 (Revenue), dated 9th March 1898. (14) G.O. No. 1188 (Revenue), dated 2nd March 1897. (15) G.O. No. 4927 (Revenue), dated 17th September 1898. (16) G.O. No. 189 (Revenue), dated 12th January 1899. (17) Despatch No. 11 (Legal), dated 19th December 1896. (18) G.O. No. 10 (Legal), dated 13th February 1897. (19) G.O. No. 20 (Legal), dated 2nd March 1897. (20) G.Os. Nos. 89-A, 90 and 91 (Legal), dated 19th November 1897. (21) G.O. No. 92 (Legal), dated 25th November 1897. (22) G.O. No. 2026 (Revenue), dated 9th May 1898. (23) G.O. No. 2300 (Revenue), dated 27th May 1898. (24) G.O. No. 2525 (Revenue), dated 15th June 1898. (25) G.O. No. 14 (Legal), dated 17th March 1898. (26) G.O. No. 17 (Legal), dated 22nd March 1898. (27) G.O. No. 30 (Legal), dated 14th May 1898. (28) G.O. No. 35 (Legal), dated 14th May 1898. (29) G.O. No. 41 (Legal), dated 11th June 1898. (30) G.O. No. 42 (Legal), dated 4th July 1898. (31) G.O. No. 69 (Legal), dated 31st October 1898. (32) G.O. No. 81 (Legal), dated 13th December 1898. (33) G.O. No. 2 (Legal), dated 17th January 1899. (34) G.Os. Nos. 12 and 13 (Legal), dated 16th February 1899. (35) G.O. No. 45 (Legal), dated 13th April 1899. (36) G.O. No. 55 (Legal), dated 6th May 1899. (37) G.O. No. 97 (Legal), dated 5th September 1899. (38) G.O. No. 107 (Legal), dated 13th October 1899. (39) G.O. No. 115 (Legal), dated 4th November 1899. (40) G.O. No. 123 (Legal), dated 4th December 1899. (41) G.O. No. 131 (Legal), dated 16th December 1899. (42) G.O. No. 134 (Legal), dated 22nd December 1899. (43) G.O. No. 2 (Legal), dated 12th January 1900. (44) G.O. No. 4 (Legal), dated 18th January 1900. (45) G.O. No. 60 (Legal), dated 6th August 1900. (46) G.Os. Nos. 75 and 76 (Legal), dated 16th November 1900. (47) Statement of Objects and Reasons relating to the Madras Tenancy Bill. (48) Revenue Code, 1802–1875, by Dawes. (49) Papers relating to Bill to improve rent laws. (50) Papers relating to Madras Estates Land Bill, 1905. (51) <i>Fort St. George Gazette</i>, 1863 (January to June), Supplement. |
| File 91-C/38–3 .. | <ul style="list-style-type: none"> (1) Special Commission's Proceedings Nos. 33 and 34, dated 14th April 1902. (2) Special Commission Proceedings Nos. 50 and 51, dated 12th May 1802. (3) Special Commission Proceedings Nos. 96–98, dated 21st July 1802. (4) Special Commission Proceedings Nos. 54–56, dated 8th September 1802. (5) Special Commission Proceedings Nos. 48 and 49, dated 1st September 1802. (6) Special Commission Proceedings No. 76, dated 22nd September 1802. (7) Special Commission Proceedings Nos. 100 and 101, dated 13th October 1802. (8) Special Commission Proceedings No. 140, dated 15th December 1802. (9) Special Commission Proceedings No. 53, dated 23rd March 1803. |

- File 91-C/38-3—
cont.
- (10) Special Commission Proceedings, No. 59, dated 6th April 1803.
 (11) Board's Consultations, Nos. 98 and 99, dated 28th December 1801.
 (12) Board's Consultations, Nos. 16 and 17, dated 27th December 1803.
 (13) Board's Consultations, No. 13, dated 14th May 1804.
 (14) Board's Consultations, No. 31, dated 21st June 1804.
 (15) Board's Consultations, Nos. 26 and 27, dated 25th June 1804.
 (16) Board's Consultations, No. 9, dated 20th August 1804.
 (17) Board's Consultations, No. 41, dated 3rd September 1804.
 (18) Board's Consultations, Nos. 14 and 15, dated 1st November 1804.
 (19) Board's Consultations, Nos. 15 and 17, dated 28th April 1806.
 (20) Board's Consultations, Nos. 12 and 13, dated 16th July 1807.
 (21) Board's Consultations, Nos. 14 and 15, dated 7th July 1807.
 (22) Board's Consultations, Nos. 20 and 21, dated 20th June 1816.
 (23) Board's Proceedings, No. 4625, dated 26th August 1861.
 (24) Board's Proceedings, No. 357, dated 15th January 1862.
 (25) Board's Proceedings, No. 21, dated 4th January 1866.
 (26) Board's Proceedings, No. 128, dated 8th June 1866.
 (27) Board's Proceedings, No. 1272, dated 22nd February 1866.
 (28) Board's Proceedings, No. 2892, dated 25th April 1866.
 (29) Board's Proceedings, No. 4264, dated 3rd July 1867.
 (30) Board's Proceedings, No. 4282, dated 9th June 1868.
 (31) G.O. No. 408, Revenue, dated 25th February 1862.
 (32) G.O. No. 2730, Revenue, dated 10th November 1865.
 (33) Enclosure to Revenue Consultation, dated 31st August 1802.
 (34) Special Common Proceedings, Volume No. 3 (General No. 17858).
 (35) Special Common Proceedings, Volume No. 12.
 (36) Permanent Settlement, Volume No. 20 (General No. 17875).
 (37) Permanent Settlement, Volume No. 21 (General No. 17876).
 (38) Permanent Settlement, Volume No. 22 (General No. 17877).
 (39) Permanent Settlement, Volume No. 27 (General No. 17882).
 (40) Permanent Settlement, Volume No. 28 (General No. 17883).
 (41) Permanent Settlement, Volume No. 30 (General No. 17885).
 (42) Board's Consultations, Volume No. 348 (General No. 14554).
 (43) Board's Consultations, Volume No. 363 (General No. 14569).
 (44) Board's Consultations, Volume No. 384 (General No. 14590).
 (45) Board's Consultations, Volume No. 438 (General No. 14654).
 (46) Board's Consultations, Volume No. 448 (General No. 14654).
 (47) Masulipatam District Selections—Mr. Read's Report, Part I (reprint).
 (48) Manual of Ganjam District. File 486-C-38, dated 15th June 1938.
- File 3105-B/38-2,
dated 31st May
1938.
- (49) Selections of India papers (Judicial Volume II, No. As. O.B. 73 in two volumes).
 (50) Selections of papers from the Records at the East India House, Volume III—Part II, A.S.O. C.B. No. 74-A.
- File 5152-E/37-3.
- (51) Proceedings of the Special Commission, Volume II.
- File 463-C, dated
11th June 1938.
- (52) Vizagapatam District Gazetteer, Volume I.
- File 392-C/38,
dated 3rd June
1938.
- (53) Circuit Committee Accounts, Volume 4-A.
- File 3385-B/38-1,
dated, 16th June
1938.
- (54) Foster's Guide to Records.
 (55) Manual of Standing Information for the Madras Presidency.
- File 3289-B/38-1.
- (56) G.O. No. 2350, Revenue, dated 31st October 1936.
- File 3207-B/38-1,
dated 10th June
1938.
- (58) Instructions for sending proposals for Permanent Settlement—Serial No. 1179 (General No. 19542).
 (59) Godavari District Records, S. No. 890 (General No. 19245).
 (60) Proceedings of the Board of Revenue of 1799, S. No. 236 (General No. 14412).
- File 3267-B, dated
13th June 1938.
- (61) Board's Consultations Back No. 5, dated 21st July 1825.
 (62) Board's Consultations Back Nos. 6 and 7, dated 14th April 1825.
 (63) Board's Consultations Back Nos. 55 and 56, dated 2nd May 1825.
 (64) Board's Proceedings, No. 470, dated 26th August 1892 (printed).
 (65) A Digest of reported and unreported rulings of the Madras High Court on the Madras Rent Recovery Act VIII of 1865 from its commencement up to May 1896.
- File 3708-E/38,
dated 8th June
1938.
- (66) Proceedings of the Board of Revenue (Revenue Settlement, Land Records and Agriculture), March 1896, Volume III.

- File 3551-B/38-1, dated 4th July 1938. (67) Board's Consultations Volume for the year 1797 (No. 175).
- File 3915-E, dated 25th June 1938. (68) Political Despatch from the Court of Directors, dated 10th June 1795.
 (69) Board's Miscellaneous Volume for the year 1799, No. 190 (No. 18228).
 (70) Board's Miscellaneous Volume for the year 1799, No. 191 (No. 18228).
 (71) Revenue Despatches from England, dated 12th April 1815.
 (72) General Reports of the Board of Revenue to the Governor from 1786 to 1794, containing Report by the Board, dated 25th September 1786, on the zamindaris (M.R.O. No. 1).
 (73) General Reports of the Board of Revenue from 20th April 1801 to 20th February 1804 containing General Report, dated 1st January 1802 (M.R.O. No. 3/9).
 (74) Minute of the Board of Revenue, dated 5th January 1818 (Board's Miscellaneous Volumes No. 25-7-A/18299).
- File 3653-B/38-2, dated 9th July 1938. (75) Despatches to England 1767 to 1769, containing General letters from Fort St. George, dated 8th March 1767 and 27th June 1769, Volume No. 25-B.
- File 873-C/38-2, dated 25th July 1938. (76) Selections from Records of Trichinopoly District (Printed Book M.R.O., As. O.D. 358).
 (77) Secs. of the Board's Proceedings No. 128, dated 8th January 1866.
 (78) Secs. of the Board's Proceedings No. 21, dated 4th January 1866.
 (79) Secs. of the Board's Proceedings No. 357, dated 15th January 1862.
 (80) Secs. of the Board's Proceedings No. 4282, dated 9th June 1868.
 (81) G.O. No. 408, dated 25th February 1862.
 (82) G.O. No. 1223, Revenue, dated 20th October 1906.
 (83) Board's Proceedings No. 10, dated 22nd April 1816.
 (84) Board's Consultations No. 11, dated 21st November 1817.
 (85) Special Commission's Proceedings Nos. 47-47-A, dated 1st September 1802.
 (86) Board's Proceedings Nos. 18-19, dated 16th August 1804.
 (87) G.O. No. 143, dated 15th February 1906.
 (88) G.O. No. 960, dated 14th August 1906.
 (89) Board's Proceedings, Volume No. 772 of 1817 (General No. 14978).
 (90) Board's Proceedings, Volume No. 740 of 1817 (General No. 15497).
 (91) Board's Proceedings, Volume No. 769 of 1817 (General No. 14975).
 (92) Board's Proceedings, Volume No. 764 of 1817 (General No. 14970).
 (93) Board's Proceedings, Volume No. 750 of 1817 (General No. 14956).
 (94) Board's Proceedings, Volume No. 750 of 1817 (General No. 14956).
- File 4050-B/38, dated 30th July 1938. (95) G.O. No. 869, Revenue, dated 13th June 1870.
 (96) G.O. No. 1539, Revenue, dated 11th October 1870.
 (97) G.O. No. 337, Revenue, dated 24th February 1871.
 (98) Inam selections.
 (99) G.O. No. 329, Revenue, dated 21st March 1882.
 (100) G.O. No. 843, Revenue, dated 11th July 1883.
 (101) G.O. No. 1328, Revenue, dated 23rd October 1883.
 (102) Board's Proceedings No. 2235, dated 25th March 1872.
 (103) G.O. No. 302, dated 16th February 1872.
 (104) Board's Proceedings No. 1259, dated 20th February 1872.
 (105) Board's Proceedings No. 2774, dated 16th April 1849.
 (106) Board's Proceedings Nos. 29-30, dated 25th October 1849.
 (107) Board's Proceedings Nos. 91-92 (G.O. No. 583, dated 9th April 1872).
- File 1017-C/38, dated 4th August 1938. (108) G.O. No. 5112, dated 20th December 1871.
 (109) G.O. No. 3312, dated 7th August 1871.
 (110) G.O. No. 2191, dated 26th March 1868.
 (111) G.O. Nos. 38-39, dated 20th January 1848.
 (112) G.O. Nos. 43-44, dated 28th March 1848.
 (113) G.O. Nos. 4-5, dated 15th May 1848.
 (114) G.O. Nos. 32-33, dated 11th January 1849.
 (115) G.O. No. 2721, dated 5th July 1871.
 (116) G.O. Nos. 24-25, dated 23rd April 1849.
 (117) G.O. Nos. 9-10, dated 10th December 1849.
 (118) G.O. No. 7557, dated 27th November 1865.
 (119) Board's Proceedings No. 5088, dated 24th July 1866.
 (120) Board's Proceedings Nos. 15-16, dated 24th August 1848.
 (121) Board's Proceedings Nos. 15-16, dated 30th October 1848.
 (122) Board's Proceedings Nos. 14-15, dated 27th April 1815.
 (123) Board's Proceedings No. 1, dated 1st June 1815.
 (124) Board's Proceedings No. 9, dated 19th June 1815.
 (125) Board's Proceedings Nos. 26-27, dated 25th June 1815.
 (126) Board's Proceedings Nos. 26-27, dated 10th July 1815.

- File 1017-C/38, (127) Board's Proceedings, No. 3, dated 31st July 1815.
 dated 4th (128) Final Report on Punganur by Ross (Aso. D. 21).
 August 1938— (129) G.O. No. 1994, Revenue, dated 30th October 1860.
cont. (130) Judicial Proceedings, Volume IV, October to December 1881.
 (131) Judicial Proceedings, Volume III, July to September 1881.
 (132) Special Commission Proceedings, Volume 4-A from 13th July 1802 to
 27th July 1802.
 (133) Mr. Grame's Report on Kangundi, No. 18355.
 (134) Board's Consultations, Nos. 5-6, dated 28th June 1803.
- File 3739-E/38 . . (135) G.O. No. 317, Revenue, dated 2nd April 1857.
 (136) E.M.C. Nos. 372-73 Revenue, dated 22nd April 1857.
 (137) G.O. No. 554, Revenue, dated 5th June 1857.
 (138) G.O. No. 676, Revenue, dated 4th July 1857.
 (139) G.O. No. 729, Revenue, dated 22nd July 1857.
 (140) G.O. No. 921, Revenue, dated 11th September 1857.
 (141) Government Order No. 955, Revenue, dated 18th September 1857.
 (142) Revenue Despatch to England No. 5, dated 1st March 1858.
 (143) Government Order No. 1726, Revenue, dated 24th February 1858.
 (144) Board's consultations 86-87, dated 4th April 1857.
 (145) Board's consultations 253-54, dated 7th December 1857.
 (146) Board's consultations 463-464, dated 15th July 1857.
 (147) Board's consultations 694-65, dated 16th December 1857.
 (148) Board's consultations 825-36, dated 18th December 1857.
 (149) Board's consultations 845, dated 19th November 1857.
 (150) Board's consultations 1170-71, dated 24th December 1857.
 (151) Board's consultations 1303-05, dated 27th November 1817.
 (152) E.M.C. 704, Revenue Department, 11th June 1855.
 (153) E.M.C. 30-31, Revenue Department, 15th February 1858 (G.O. No.
 191, dated 15th February 1858).
 (154) E.M.C. 32, Revenue Department, 15th February 1858 (G.O. No. 192
 dated 15th February 1858).
 (155) Revenue Consultations 1855 (M.R. O. No. 842).
 (156) Government Order No. 815, dated 14th August 1857.
 (157) Government Order No. 709, dated 29th May 1858.
 (158) Board's Proceedings 1783, dated 19th April 1877 (Original and its
 enclosure).
 (159) Government Order No. 3410, Revenue, dated 17th December 1877.
 (160) Government Order 144, Revenue, dated , 4th March 1889.
 (161) Government Order 784, Revenue, dated, 23rd September 1889.
 (162) Board's Proceedings, Volume for June 1872 (M.R.O. 177).
 (163) Board's Proceedings, Volume for August 1874 (M.R.O. 199).
 (164) Government Order 145, Revenue, dated, 5th February 1873.
 (165) Government Order 1491, Revenue, dated 13th October 1875.
 (166) Government Order No. 976, Revenue, dated 20th July 1876.
 (167) Government Order No. 1145, Revenue, dated 23rd July 1878.
 (168) Board's Proceedings 2931, dated, 15th October 1879.
 (169) Government Order No. 140, Revenue, dated 5th February 1880.
 (170) Government Order No. 939, Revenue, dated 9th August 1880.
 (171) Enclosure to Board's Proceedings No. 2849, dated 12th May 1864.
 (172) Revenue Proceedings, Volume for August 1864.
 (173) Board's Proceedings, Volume for June 1871 (M.R.O. 161).
 (174) G.O. No. 798, dated 14th May 1872.
 (175) Enclosure to Board's Proceedings 9586, dated 8th November 1876.
 (176) Revenue Proceedings, Volume for April 1878
 (177) Revenue Proceedings, Volume for October 1888.
 (178) Revenue Proceedings, Volume for September 1890.
 (179) Revenue Proceedings, Volume for July 1889.
 (180) G.O. No. 527, Revenue, dated 13th October 1896.
 (181) G.O. No. 298, Revenue, dated 4th May 1897.
 (182) G.O. No. 606, Revenue, dated 22nd July 1897.
 (183) Revenue Proceedings, Volume for May 1893.
 (184) Revenue Proceedings, Volume for April 1881.
 (185) Revenue Proceedings, Volume for July 1893.
 (186) Revenue Proceedings, Volume for July 1893.
 (187) G.O. No. 3, Revenue, dated 8th January 1894.
 (188) G.O. No. 383, Revenue, dated, 30th May 1894.
 (189) G.O. No. 263, Revenue, dated, 11th May 1895.
 (190) Revenue Proceedings, Volume for April 1864.
 (191) Revenue Proceedings, Volume for October 1863.
 (192) Revenue Proceedings, Volume for July 1885.
 (193) Board's Proceedings 563, dated 19th February 1894.
 (194) G.O. No. 1289, Revenue, dated, 6th September 1872.

- File 3739-E/38—
cont. (195) G.O. No. 716, Revenue, dated 3rd May 1872.
(196) Board's Proceedings Volume for June 1878 (M.R.O. No. 245).
(197) Revenue Proceedings Volume for November and December 1878.
(198) G.O. No. 757, Revenue, dated 25th August 1902.
(199) Revenue Proceedings Volume for July 1886.
(200) G.O. No. 1017, Revenue, dated 22nd November 1886.
(201) G.O. No. 659, Revenue, dated 8th July 1887.
(202) G.O. No. 755, Revenue, dated 1st November 1888.
(203) G.O. No. 827, Revenue, dated 12th October 1889.
(204) G.O. No. 931, Revenue, dated 23rd October 1893.
(205) Revenue Proceedings Volume for August 1900.
(206) G.O. No. 453, Revenue, dated 16th March 1881.
(207) G.O. No. 876, Revenue, dated 3rd June 1881.
(208) Revenue Proceedings Volume for April 1885.
(209) G.O. No. 502, Revenue, dated 21st July 1808.
- File 3902-E (Pro. (210) G.O. No. 78, Revenue, dated 27th January 1890.
No. 3453-E/38).
- File 3453-E/38 (211) Board's Proceedings Volume for February 1861.
(also 3743-E/38). (212) Revenue Proceedings Volume for June 1861.
(213) Board's Proceedings Volume for April 1865.
(214) Revenue Proceedings Volume for May 1865.
(215) G.O. No. 2013, Revenue, dated 28th August.
(216) Revenue Proceedings Volume for April and May 1872.
(217) Board's Proceedings Volume for March 1870 (M.R.O. 146).
(218) Board's Proceedings Volume for October 1862 (M.R.O. No. 57).
(219) Revenue Proceedings Volume for September 1864.
(220) Board's Proceedings Volume for July 1872 (M.R.O. No. 174).
(221) Board's Proceedings Volume for July 1873 (M.R.O. No. 186).
(222) G.O. No. 267, Revenue, dated 6th March 1873.
(223) G.O. No. 203, Revenue, dated 13th February 1874.
(224) Board's Proceedings Volume for October 1867.
(225) G.O. No. 1427, Revenue, dated 20th May 1868.
(226) Board's Proceedings Volume for September 1859 (M.R.O. No. 20).
(227) Revenue Proceedings Volume for October 1860 (M.R.O. No. 876).
(228) Revenue Proceedings Volume for December 1887.
(229) Revenue Proceedings Volume for January and February 1876.
(230) Revenue Proceedings Volume for January and February 1875 (M.R.O. No. 13).
(231) Board's Proceedings Volume for December 1876 (M.R.O. No. 227).
(232) Board's Proceedings Volume for October 1874 (M.R.O. No. 201).
(233) G.O. No. 541, Revenue, dated 6th February 1877.
- File 4241-B/38, (234) G.O. No. 1824, Revenue, dated 9th October 1860.
dated 8th August 1938. (235) G.O. No. 950, Revenue, dated 8th June 1860.
(236) Order No. 784, Revenue, dated 14th June 1859.
(237) Order No. 690, Revenue, dated 20th May 1859.
(238) Order No. 729, Revenue, dated 30th May 1859.
(239) G.O. No. 1069, Revenue, dated 9th August 1859.
(240) G.O. No. 1531, Revenue, dated 16th November 1858.
(241) G.O. No. 1533, Revenue, dated 16th November 1858.
- File 228-C ... (242) Circuit Committee Accounts, Volume 3-A.
(243) Circuit Committee Accounts, Volume 3-B.
(244) Circuit Committee Accounts, Volume 4-B.
- File 3766-B ... (245) Board's Consultations Volume No. 305 of 1801.
- Rev. 1017-C/38-6, (246) Board's Proceedings Nos. 3-4, dated 3rd January 1789.
dated 15th August 1938. (247) Board's Proceedings No. 5, dated 9th March 1789.
(248) Board's Proceedings Nos. 1-2, dated 14th April 1789.
(249) Board's Proceedings Nos. 1-2, dated 27th April 1789.
(250) Board's Proceedings No. 1, dated 7th May 1789.
(251) Board's Proceedings Nos. 2-3, dated 14th May 1789.
(252) Board's Proceedings No. 4, dated 30th May 1789.
(253) Board's Proceedings Nos. 4-5, dated 1st June 1789.
(254) Board's Proceedings No. 9, dated 5th June 1789.
(255) Board's Proceedings No. 10, dated 8th June 1789.
(256) Board's Proceedings Nos. 32-33, dated 22nd June 1789.
(257) Board's Proceedings No. 1, dated 25th June 1789.
(258) Board's Proceedings Nos. 7-8, dated 29th June 1789.
(259) Board's Proceedings Nos. 3-4, dated 2nd July 1789.
(260) Board's Proceedings No. 3, dated 9th July 1789.
(261) Board's Proceedings Nos. 8-9, dated 13th July 1789.
(262) Board's Proceedings No. 4, dated 23rd July 1789.
(263) Board's Proceedings Volume, S. No. 14231.
(264) Revenue Consultations Volume, 1802, No. 116 (Loose sheets).

468 *REPORT OF THE ESTATES LAND ACT COMMITTEE—PART I*

- File 4345-B/38, (265) *Fort St. George Gazette* Volume, July to December 1865 (Supplement).
dated 15th
August 1938.
- File 3040-B, (266) Board's Proceedings of July 1909, Volume VII.
dated 23rd May
1938.
- File 3922-B, (267) Special Commission 88, dated 8th July 1802.
dated 20th July (268) Judicial Extract from Minutes of Consultations of 16th July 1802.
1933. (269) Judicial Consultation No. 2, dated 13th July 1802.
 (270) Judicial E.M.C. No. 318, dated 5th November 1802.
- File 1137-C/38 (271) Settlement Record XIII, Volume 18.
File 3008-B/38, (273) Madras High Court Report, Volumes 5-8, 1 book.
28th May 1938. (274) I.L.R., Volume XXI.
 (275) I.L.R., Volume XVIII.
 (276) Notes on Administration by Lawley.
 (277) Stock File Re : Madras Tenancy Bill, 1898—File 1.
 (278) *Fort St. George Gazette*, dated 17th March 1905.
- File 2288-B/38— (279) U.P. Tenancy Bill.
 (280) Government's Proposals for Tenancy and Land Revenue Reform.
- File 3490-B, (281) Special Commission Proceedings No. 69, dated 15th September 1802.
dated 24th June
1938.
- File 3363-E, (282) *Ain-I-Akbari*, Volume I.
16th May 1938. (283) *Ain-I-Akbari*, Volume II.
- File 2774-B/38, (284) Gazetteer of the Tanjore District, Volume II, 1933.
dated 14th May (285) Gazetteer of the Ramnad District, Volume II, 1929.
1938. (286) Gazetteer of the Ramnad District, Volume III, 1933.
 (287) Gazetteer of the Bellary District, Volume I, 1916.
 (288) Gazetteer of the Bellary District, Volume II, 1930.
 (289) Gazetteer of the Bellary District, Volume III, 1933.
 (290) Gazetteer of the Ganjam District, Volume II, 1930.
 (291) Gazetteer of the Ganjam District, Volume III, 1934.
 (292) Gazetteer of the Cuddapah District, Volume I, 1915.
 (293) Gazetteer of the Cuddapah District, Volume II, 1930.
 (294) Gazetteer of the Cuddapah District, Volume III, 1933.
 (295) Gazetteer of the Guntur District, Volume II, 1929.
 (296) Gazetteer of the Guntur District, Volume III, 1933.
 (297) Gazetteer of the Kistna District, Volume II, 1934.
 (298) Gazetteer of the Coimbatore District, Volume II, 1933.
 (299) Gazetteer of the Kurnool District, Volume II, 1928.
 (300) Gazetteer of the Kurnool District, Volume III, 1932.
 (301) Gazetteer of the Nellore District, Volume II, 1929.
 (302) Gazetteer of the Nellore District, Volume III, 1932.
 (303) Gazetteer of the Chingleput District, Volume II, 1928.
 (304) Gazetteer of the Chingleput District, Volume III, 1933.
 (305) Gazetteer of the South Arcot District, Volume II, 1932.
 (306) Gazetteer of the Salem District, Volume II, 1932.
 (307) Gazetteer of the Vizagapatam District, Volume II, 1935.
 (308) Gazetteer of the Trichinopoly District, Volume II, 1931.
 (309) Gazetteer of the Trichinopoly District, Volume III, 1933.
 (310) Gazetteer of the Nilgiri District, Volume II, 1928.
 (311) Gazetteer of the Nilgiri District, Volume III, 1933.
 (312) Gazetteer of the Tinnevely District, Volume I, 1917.
 (313) Gazetteer of the Tinnevely District, Volume II, 1934.
 (314) Gazetteer of the Chittoor District, Volume II, 1928.
 (315) Gazetteer of the Chittoor District, Volume III, 1932.
 (316) Gazetteer of the East Godavari District, Volume II, 1935.
 (317) Gazetteer of the West Godavari District, Volume II, 1934.
 (318) Gazetteer of the Malabar District, Volume II, 1933.
 (319) Gazetteer of the Anantapur District, Volume II, 1920.
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- 2 Do. do. „ III.
- 3 Appendices to the Report of the Estates Land Act Committee.
- 4 Memoranda—Part I.
- 5 Do. „ II.
- 6 Do. „ III.
- 7 Do. Supplemental Volume.
- 8 Addenda to the Memoranda—Supplemental Volume.
- 9 Landholders' Statements—Part I.
- 10 Do. „ II.
- 11 Do. „ III.
- 12 Do. „ IV.
- 13 Reports from Collectors.
- 14 Irrigation Reports from Zamindars.
- 15 Oral Evidence --Part I.
- 16 Do. „ II.
- 17 Do. „ III.
- 18 Do. „ IV (Translations of Vernacular Evidence contained in Parts I, II and III).

**REPORT OF THE
MADRAS ESTATES LAND ACT
COMMITTEE**

PART II



**MADRAS
PRINTED BY THE SUPERINTENDENT, GOVERNMENT PRESS**

1938

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REPORT OF THE ESTATES LAND ACT COMMITTEE

PART II

EVIDENCE DISCUSSED

CHAPTER I

VIZAGAPATAM CENTRE.

VIZAGAPATAM DISTRICT.

1 Vizianagram.	12 Kota Uratla.	20 Gangapur.
2 Bobbili.	13 Tarla.	21 Santa Lakshmipuram.
3 Parlakimedi.	14 West Shermahamad-	22 Ravada.
4 Chemudu.	puram.	23 Tilaru.
5 Mandasa.	15 East Shermahamad--	24 Gopalapuram.
6 Salur.	puram.	25 Madgole.
7 Budarsingi.	16 Panduru Mallavaram.	26 Kurupam.
8 Kasimkota.	17 Siddeswaram.	27 Chikati.
9 Pata Tekkali.	18 Pachipenta.	28 Urlam.
10 Baruva.	19 Jayakumarika.	29 Ellamanchili.
11 Siripuram		

VIZIANAGRAM ESTATE.

In the following pages, details as regards the origin and development of some important estates, their present economic condition and the complaints made by the ryots and landlords as regards their administration as tendered before us through written memoranda and oral evidence, are discussed. The material supplied by the zamindars in reply to the questionnaire issued by the Committee are also made use of.

What is now Vizagapatam district was formerly the kingdom of the Kalingas, who were the famous ruling dynasty from historic times. The country was conquered by the Chalukyas of Badami; and later by the eastern Chalukyas of Vengi. Later it was ruled by the Ganga dynasty which terminated in the year 1541. Afterwards it was subjugated by the Muhammadan kings of Golconda, who governed the area through a Foudar at Chicacole. It was during this time that the present zamindaris of Vizianagram and Bobbili were carved out. This portion along with the other districts of the Northern Circars was ceded to the French by the Nizam. The French General Bussy had a hard time to subjugate the country; and one historic event was the famous attack on Bobbili. Colonel Forde, assisted by the Raja of Vizianagram, successfully drove away the French in 1715. And it was in 1765 that Clive obtained the grant of the Circars from the Moghul Emperor at Delhi. The Vizianagram zamindari continued to be very powerful; and the Ruling Prince Sita Rama Rauz was instrumental in oppressing a number of small zamindaris in the same area. In 1788, the Company ordered the reduction of the troops of the Vizianagram Raja, and settled the estate upon him through a fresh lease. The Raja rebelled in 1794, but was defeated at the battle of Padmanabam. During the permanent settlement of 1802, the ancient zamindars were restored to their possessions; and some more estates were called into being by parcelling out the havelly lands. Nevertheless the district continued to be in a rebellious mood; and it was after the Russell Commission, that permanent steps were taken to

bring the country into normal order. By the Act XXIV of 1839, much of the district was removed from the operation of the ordinary law and was administered by the Collector on whom extraordinary powers were conferred in the capacity of the Agent to the Governor. After this, the country was calm and quiet except for rare attempts at disorder in the hills.

There are about 181 estates in the Vizagapatam district, of which 36 are ancient zamindaris, and 16 more were carved out of the havelly lands. The rest are mere subdivisions of the original estates.

The total peshkash paid by the zamindaris throughout the Presidency is 41.2 lakh of rupees nearly; and their total rent-roll is estimated to be 232.6 lakhs: of which the estates in the Vizagapatam district pay an amount of 11.7 lakhs of rupees as peshkash and their rent-roll is 42.4 lakhs nearly.

The approximate total extent of the estates and zamindaris in the district is 3,400 square miles. On 1st April 1937, an area of 2,087 square miles was surveyed.

In this district, the ryotwari, whole inam and zamindari areas are given below in acres :—

	ACS.
Ryotwari including minor inams	1,225,225
Whole inam	410,718
	(Incomplete)
Zamindari	3,273,616

Of all the estates in the present district of Vizagapatam, witnesses representing 29 estates gave evidence before the Committee. The estates are noted below and as against each estate the peshkash paid and the total rent-roll are shown :—

	Peshkash.			Rent-roll.		
	RS.	A.	P.	RS.	A.	P.
1 Vizianagram	4,66,464	2	10	20,90,394	13	3
<i>N.B.</i> —Apart from this, the zamindar owns eight other estates on which he pays a total peshkash of Rs. 7,802-3-4 and the total rent-roll is Rs. 47,101-1-8.						
2 Bobbili	83,442	7	5	6,26,895	1	11
<i>N.B.</i> —In addition to this, the Raja owns five other estates on which he pays a total peshkash of Rs. 4,741-5-3 and the total rent-roll is Rs. 88,977-7-9.						
3 Parlakimedi	79,723	11	1	4,87,793	7	11
4 Chemudu	3,847	13	8	16,784	5	5
<i>N.B.</i> —In addition to this estate, the Raja owns Godicherla, Bharnikam, Korupolu, Mulagapaka, Sreeramapuram, Nakkapalli and Kupplikhandam on which he pays total peshkash of Rs. 1,04,200-10-7 and the total rent-roll is Rs. 2,81,109-3-11.						
5 Mandasa	12,816	4	11	2,76,058	8	5
6 Saluru	27,263	14	1	1,69,653	13	5
7 Kasimkota	10,408	12	1	24,630	5	11
<i>N.B.</i> —In addition to this, the proprietor owns Melupaka and Gantavaripalem estates on which he pays the total peshkash of Rs. 28,289-11-0 and the rent-roll of Rs. 62,248-6-6.						
8 Patha Tekkali	9,621	2	10	41,238	15	0
9 Baruva	3,803	11	8	22,244	9	5
10 Siripuram	8,343	9	0	22,831	1	0
<i>N.B.</i> —In addition to this the proprietor owns Ungarada, Manthina and Kintali on which he pays a total peshkash of Rs. 15,360-2-1 and a total rent-roll is Rs. 75,582-15-0.						
11 Budarasingi	448	7	0	24,885	4	7
12 Kota Uratla	14,434	0	9	51,022	15	10
13 Tharla	3,406	10	6	1,06,936	0	6
14 East Shermalamadpuram ..	11,232	9	9	48,183	13	3
15 West Shermahamadpuram ..	8,115	6	3	34,034	4	8
16 Panduru Mallavaram	791	4	8	4,303	10	10
17 Siddheswaram	773	10	0	1,444	1	4
18 Pachipenta	250	11	1	8,859	13	5
19 Jayakumarika .. ..	..	..	..	..	..	..
20 Santa Lakshmiapuram	1,191	1	1	12,840	7	4
21 Gangapur .. ..	..	..	..	..	..	..
22 Ravada	3,751	10	2	6,899	2	2
23 Tilaru	3,556	3	2	31,544	14	11
24 Gopalpuram	3,527	11	0	11,457	10	0
25 Madugula .. ..	..	..	..	..	..	..
26 Kurupam	14,143	12	11	1,29,912	1	3
27 Cheekati	33,143	6	4	3,40,187	4	8
28 Urlam	6,423	11	7	33,062	0	11
29 Yellamanchili	605	12	0	6,150	11	0

The above figures conclusively show the prominent place the district occupies in the presidency. In the following pages details, as regards the origin and development of some important individual estates, their present economic condition and the evidence tendered before the Committee through the written memoranda and oral evidence are set out and discussed. The material supplied by the zamindars in reply to the questionnaire issued to them by the Committee is also made use of. A comprehensive note on the procedure followed for conversion rates and their application is given below for Vizianagram estate and Bobbili estate. The same may be worked out in other estates for which the data is available. Here we may state briefly that the estates of Vizagapatam district may be grouped into three clauses:—

- (1) Ancient zamin estates;
- (2) Havelly estates which were formed from out of the lands belonging to the Government at the time of the permanent settlement; and
- (3) Jaghir, mokhasas, etc.

With regard to ancient zamindaris such as Vizianagram, Bobbili, etc., conversion rates may be worked out on the lines indicated below in the Vizianagram estate and also in Bobbili estate.

Secondly, as regards havelly estates conversion rates can be fixed on the basis of the money rates prevailing at the time of the permanent settlement on the Government lands because it was Government land that was converted into havelly estates at the time of the permanent settlement.

Thirdly in the jaghir, mokhasas, etc., the rates can be ascertained either according to the conversion rates or according to the Government rates applied to the havelly estates, as the nature of the jaghir or mokhasa might demand. Now we shall take up the most important of the estates in the Vizagapatam district, and deal with the method of arriving at the conversion rate. To arrive at the conversion rates, the particulars stated below should be ascertained.

Let us first take up Vizianagram. It is the biggest in the whole Presidency, both from the point of view of income and extent.

The total extent of the zamindari comprising 1 to 5 items is 2,334.76 square miles, of which the following are the details. The following figures and facts should be noted carefully to understand what data is required for ascertaining conversion rates in the estate in which the assessment was based on the assets of the estate. Vizianagram estate having been under the Court of Wards, in the past and also now, we are able to get all the information required from the Estate Collector of Vizianagram, which we have not been able to get from many of the estates which are under the management of the proprietors themselves.

The first point we propose to consider with regard to Vizianagram estate is the conversion rate; the second point will be about the enhancement of rent from the date of the permanent settlement, and other points follow. It is not possible within the time allowed for us to work out for all the estates the conversion rates or other methods or processes to fix the prevailing rates in the year before the permanent settlement nor is it specially advisable to do so. It is a matter that should be specially entrusted after the Bill is passed into law, to a Special Commission to investigate into the matter and carry out the instructions given to them for fixing the rates of rent, that prevailed in the year previous to the permanent settlement. All that we are concerned now is to point how it could be done with all the materials that are available with the Government and also with the landholders. Most of the landholders have not produced their accounts or other documents, which we have called for in our second questionnaire. In the absence of such information which they could have placed before the Committee, we were obliged to call for several records from the Government offices and go into them to find out how the conversion rates could be worked out and on what materials. So far we have been able to deal with some prominent estates to illustrate the method of working out the pre-settlement rates. When once the rate of rent is fixed on the basis of the rate that prevailed in the year before the permanent settlement, the question of how to work it out naturally arises. It is to make clear that it is possible to work it out on the data that is available and that can be made available by the zamindars, we therefore proceed to begin with Vizianagram estate and follow it up with Bobbili estate. The other estates that were represented before the Committee at the Vizagapatam Centre could be grouped together under either ancient zamin estates, or havelly estates or jaghir or mokhasa as stated above.

We do not propose to examine each estate and work out the details because it entails lot of time and labour and that is not the task that should be undertaken at this stage, by the Committee.

- (1) Reserved forests—318·20 square miles (203,589·19 acres).
- (2) Unreserved forests—167·20 square miles.
- (3) The extent of private lands which was probably waste land is 1,483·8 acres.
- (4) Dry lands cultivated area—440 square miles (281,692 acres).
- (5) Wet land cultivated—378 square miles (241,808 acres).

Next let us look at the income—

	LAKHS.
Total income for fasli 1346 from all sources	27·63
The income derived from the rents in the estate in fasli 1345.	24·20
Arrears at the end of fasli 1345	35·20
Arrears at the end of fasli 1346, after writing off 6·3 lakhs ..	29·20
Total income before 1904	16·90
After 1904, by survey and settlement the income rose to ..	17·20

Thus it is clear that the Vizianagram zamindari is the biggest in the whole Presidency to-day.

Now let us ascertain the total of cultivated dry land, the cultivated wet land and the private land—

	ACS.
Total dry land cultivated	281,692
Total wet land cultivated	241,408
Total private land	1,483

Thus, the total area of arable land within the zamindari is at present 524,583 acres, inclusive of the private land of 1,483 acres. Let us consider what the total dry land and wet land and private land was at the time of the permanent settlement. The territorial revenue at the time of the permanent settlement was Rs. 7,16,708 on a cultivated extent of 49,931 garces of cultivated land. [See columns (12) and (13) of No. 1 Selections from the Records of the Board of Revenue and paragraph 17 of Webb's Report on page 7.] (See also the enclosure on pages 36 and 37 of the same.) The total additional capability of the zamindari was 99,041 garces upon an uncultivated extent of 8,564 garces. [See columns (14) and (15) (ibid).] As per column (7) of the same the total arable land is 110,324 garces. Out of this—

- (1) 21,589 garces of land was unproductive—See column (8).
- (2) (a) Low land (wet)—39,300 garces—See columns (13) to (15).
- (b) High land—19,185 garces—See columns (12) and (13).

Dividing 1,849·76 square miles or 1,183,346 acres by 110,324 garces, the conversion rates comes to 10·7 acres per garce of land (110,324 garces minus 60,899 garces) which is the total of (a) and (b) above, the balance of 49,425 is the same as 2,334·76 square miles minus 485 square miles, which is the total of Reserve forests (318) and unreserved area (167).

NOTE.—Having thus ascertained the conversion rate for both wet and dry per garce to be 10·7 acres we shall fix the extent of :—

	ACS.
(i) Alienated lands, which is 30,239 garces as shown in column (II), Webb's Report	324,519
(ii) Unproductive land which is 21,589 garces as shown in column (8) of the Report	230,994
(iii) Circar arable land which is fixed at 58,497 garces see column (16) ..	625,910

Now, we can compare this extent of arable land of 625,910 acres with the extent of the cultivated land in fasli 1346. It comes to this :—

	ACS.
Dry land cultivated	281,692
Wet land cultivated	241,408
Private land	1,483
Total	524,583

The result is simple. This extent of 524,583 acres is less than the total arable area of 625,910 acres at the time of the permanent settlement, the difference being 110,327 acres. This distinctly proves that cultivation did not extend beyond the arable area estimated in the permanent settlement according to the conversion rate calculated from the survey area.

Presuming for the sake of argument that every inch of land noted in permanent settlement as low or wet was under cultivation in fasli 1346, the conversion rate per garce of wet land by survey comes to 6·1 acres.

But in view of the evidence of the ryots that the irrigation sources had been in disuse for decades and completely neglected and the same being supported by the admissions of the Estate Collector in his written evidence, the conclusion is irresistible that even some of the wet lands at the time of the permanent settlement might have been waste.

Next in regard to dry land there has been clearly no expansion of cultivation because out of 384,102 acres of arable land by survey (625,910 minus 241,808 acres wet) the extent of cultivated dry in fasli 1346 is only 281,692 acres. It is abundantly clear from these that more than a lakh of acres of arable land excluding unproductive lands was still waste.

CONVERSION RATE FOR VIZIANAGRAM ESTATE.

Conversion rate is actually the rate of garce by survey for the old garces measured by produce. Board's Standing Order No. 62 may be referred to in this connexion as to the method to be followed to arrive at the conversion rates in cases like this. For a definition of garce, Vizagapatam District Manual edited by Mr. Carmichael may be looked into at page 280. According to this definition a garce represents such a quantity of ground as would produce a garce of grain, dry or wet. Paragraph 14 of the Commissioner's Report to Government, dated 10th June 1802, gives the same definition of a garce of land. Paragraph 29 of the Circuit Committee Report refers to "half the gross produce which was commuted into money by the Raja." This is evidence of the proportion to the gross produce which the Raja was entitled to. The total extent of zamindari comprising (1) reserved forests, (2) unreserved area, (3) private land, (4) dry land cultivated and (5) wet land cultivated is 2,334.76 square miles. Out of this deducting 485 square miles, the total of reserved forests and unreserved area, the balance of 1,849 square miles is the arable land.

One square mile is equal to 640 acres. 1,849 square miles of arable land is equal to 1,183,346 acres. Now to convert the same into garces 1,849 square miles of arable land is equal to 110,324 garces, according to the then standard of measurement. [See column (7) of the statement attached to Webb's Report.] All the above figures relate to arable land both wet and dry excluding reserved forests and unreserved area. To convert garces into acres we have to divide the total extent of 1,183,346 survey acres by 110,324 garces. The conversion rate comes to 10.7 acres per garce. This is for both dry and wet including alienated lands. Let us ascertain the conversion rate of wet lands separately.

Wet land at permanent settlement was 159,510 garces. [See columns (13)–(15) of the statement of Webb's Report.] Wet land in fasli 1346 in survey acres is 241,408 acres. Dividing 241,408 acres by 39,310 garces, it comes to 6.1 acres as the conversion rate for wet.

Next we shall ascertain the conversion rate for dry land separately. The dry land at permanent settlement was 19,185 garces. Dry land in fasli 1346 in survey acres is 281,692 acres. Total arable area at permanent settlement was 625,910 acres. Deduct from this the wet area 241,408 acres. The balance 384,102 acres was the dry land at the time of the permanent settlement. The present area under dry cultivation is 281,692 acres. Deducting this from the dry area at the time of the permanent settlement (384,102 acres) the balance is 103,420 acres which is still waste. To ascertain the conversion rate for dry, we must now divide 384,102 acres by 19,185 garces. It comes roughly to 20 acres per garce.

Thus, we have worked out three conversion rates, namely, (i) conversion rate for dry and wet together is 10.7 acres, (ii) the conversion rate for wet alone is 6.1 acres, and (iii) the conversion rate for the dry alone comes to 20 acres per garce. The last rate is quite in accordance with the description given in paragraph 3, page 4, of the Webb's Report to the effect that the soil is in general light and sandy. (See lines 7 and 8.) "It is hardly necessary to add that though impassable occasionally during the height of the rains, they (three rivers) are for the greater part of the year reduced to mere streams and sometimes altogether dried up." The light and sandy characteristics of the soil is generally the proof of infertility and the garce of land for dry must have been necessarily very large, or so large as 20 acres, to be able to produce one garce of dry grain. Such useless lands are mostly fit for catch-crop cultivation only and the district suffers both for want of rains in the cultivating season and from heavy downpours of rain and cyclones in the harvest months, with the result that the people lost their lives, cattle, sheep and property during several years including those of famine and they were obliged to migrate in large numbers to Natal, Burma, Malaya States and even to the neighbouring district

of Godavari. In those days there was a large influx of population from Vizagapatam into Godavari district, because of the Godavari river and its delta, for doing coolie work and earning their wages. (See District Manual.) The irrefutable statistics given above clearly prove that a garce of wet land could not have been 2 acres by measurement as deposed to by the witnesses of the zamindar. By estimation of produce upon a plot of ground it was tested by harvests. The garce of dry land represented similar estimate of land producing actually a garce of dry grain and not four acres by measurement as deposed to on behalf of the landholder.

CAUSES FOR ENHANCEMENT.

From the above it can be seen that there is no possibility for the rent having been enhanced on account of new lands being brought under cultivation, since the date of the permanent settlement and it has to be ascertained now, what other causes led to the enhancement of rent and if so when the enhancement of rent began. According to the Circuit Committee Report, paragraph 29 (lines 11-15), there was only one rate for dry and wet lands in the Vizianagram estate during the 60 years before 1784. The rate of Rs. 10 per garce for wet and dry alike was fixed as money rate for the area under this management. In other words, it was a rent fixed in perpetuity at the time of the permanent settlement and the cultivator was entitled under that arrangement of a fixed permanent rent to develop his land as he pleased and dispose of the whole of his surplus crop after paying the rent of Rs. 10 per garce. That was exactly the intention of the promoters of the Permanent Settlement Regulation and the Patta Regulation. It was because of such a margin left to the cultivator that (1) in the preamble, (2) the Collector's Instruction and (3) the Special Commissioner's Reports, it was hoped that the ryot would be able to produce more out of his land for developing agriculture, industry and commerce because everything has to come out of the land only. But the landholder by raising disputes in the law courts, has been persisting in repudiating the rights of the cultivators from the date of the permanent settlement until to-day even though the Government and the Board of Revenue have been supporting his cause. At the time of the permanent settlement there was no survey of land and settlement of rent in the sense in which it is contemplated under the Estates Land Act. The measurement of land was not taken in those days in the manner in which it is done to-day.

Let us now examine the fixity of rent, for how long it continued undisturbed and the dates and particulars of enhancements made subsequent to the permanent settlement.

FIXITY OF RENT.

The total rent collected from the estate at the time of the permanent settlement was Rs. 7,16,708-13-8 exclusive of all other exactions; but in paragraph 5 of Webb's Report, the assets were estimated at Rs. 8,15,749 including the possibility of expansion of cultivation over arable wet and dry. (See paragraph 17 of Webb's Report.) On that basis peshkash was fixed at 5-3 lakhs; but the Board of Revenue finally reduced it to 5 lakhs. This estate was settled in 1803. The first notice of the increase was in 1812 when the rent came up to about 9 lakhs. It was under the management of the Collector from 1815 to 1822. During this period the average annual collection by the Court of Wards was only 8½ lakhs. (See paragraph 14 of Sir Thomas Munro's Minutes and his remarks about the zamindar's extravagance, and indebtedness.)

The estate came under the Government's management again in 1827 because the Raja contracted a debt of Rs. 7 lakhs, went to Benares and died there in 1845. The average annual collections from this zamindari between 1827 and 1845 were only Rs. 8,27,000. Even after his death the estate continued under the management of the Court of Wards until July 1852. The rate continued to be the same until 1847-48 when Mr. Smallett abolished the previous system of assessment under which a fixed rent of Rs. 10 per garce was being imposed and substituted in its place the joint-rent-village-system with the result that the rent enhanced itself to nearly Rs. 10 lakhs a year. This was the first violation of the arrangement made at the time of the permanent settlement, seeking to fix the rates of rent for ever. This introduction of joint-village-rent-system is contrary to the true spirit and humane intentions of the permanent settlement. It is against the clauses of the Patta Regulation and the spirit of the directions contained in the instructions to Collectors, dated 15th October 1799. The point for consideration is whether Mr. Smallett was influenced either by personal consideration or by any change of his mind as to the object of Regulations IV and V of 1822. Regulations IV and V of 1822 could not have given him any room for changing the previous fixed tenure or rents of the ryots, because Regulation XXX of 1802 was still in force. It is, therefore, clear

that Mr. Smallett, an European officer, for reasons which we cannot account, augmented the income of the zamindar contrary to the arrangement of the permanent settlement. Before this enhancement of income was added by Mr. Smallett: what was the state of affairs and for how long did the rate of rent remain constant? By comparing the aggregate income of the existing and future resources which was put at Rs. 8,15,749 (as estimated in paragraph 17 of Webb's Report) with the average annual collections made by the Government from 1827 to 1845, it can be seen that the total stood at Rs. 8,27,100. (See the concluding sentence of paragraph 4 of Chapter 7 on page 279 of the Vizagapatam district by Mr. Carmichael.) Therefore, it is abundantly clear that until 1845, the ryot enjoyed fixity of rent as well as fixity of tenure from the date of the permanent settlement in 1803, for a period of 42 years. This should have afforded sufficient evidence to have induced the legislatures to make the declaration in unequivocal terms in the Rent Act of 1865 that the rates of rent payable by ryots were unalterable. But unfortunately clause 10 of the Rent Bill which embodied sections 7 and 9 of the Patta Regulation XXX of 1802 was omitted in section XI of the Rent Recovery Act and four new clauses were embodied which were intended mostly to apply to the second class of landholders and other non-occupancy tenants. The language used in Section XI, clauses 1 to 4, was so general that Judges who came fresh from England or who were ignorant of the common law of this country were easily misled into wrong interpretations of the provisions of the Act.

Mr. Forbes declared publicly in the Legislative Council that the headquarters of every zamindar was engaged in very serious operations as against the cultivator's rights. We avoid using the language used by Hon'ble Mr. Forbes as against the zamindar, in this connexion.

The evidence given on behalf of the estate shows that by the year 1904 the total rent demand went up to 16 lakhs. We have already seen how the rent was increased to Rs. 10 lakhs by the introduction of the joint-village-rent system; but we have no information as to how these 10 lakhs went up to 16 lakhs between 1850 and 1904. These 16 lakhs amounted to 17 lakhs and odd after survey and settlement was made by Mr. Gillman in 1904. During the boom of the Great War there was considerable expansion of the currency and necessarily the price levels went up. Taking advantage of the Madras Estates Land Act, section 30, the Zamindar of Vizianagram filed suits against some of the ryots for enhancement of rent by 2 annas on account of the rise in prices. This was clearly wrong on the part of the zamindar. It was equally wrong on the part of the courts that sanctioned such enhancement notwithstanding the proviso added to clause (i) of section 30 of the Estates Land Act. Clause (i) of section 30 provided for enhancement of rents on the ground of rise in prices; but the proviso added to it made it clear that the section does not apply to cases in which rents had been permanently fixed. The rates having been permanently fixed, under that clause, the enhancement was contrary to law and the decision of the court given in support of the enhancement is wrong. The net result has been that the income of the estate has risen to 24 lakhs from Rs. 7,16,708. At that time there was a chorus of denunciations of the zamindars in their relations to the ryots. (See Reports of the Collectors' referred to on pages 52 and 53 of the "Selections from the Records of the Madras Government.") In the statement appended to the letter the prices of different kinds of grain per garce, at the time of the permanent settlement were shown and for the ten years severally of the decennial ending fasli 1262, that is, 1852-53. The prices are as follows:—

The price of paddy fell from Rs. 64 per garce in 1801-02 to Rs. 45 in fasli 1262.

Ragi or Natcheny from Rs. 62 to Rs. 46.

Jonnalalu from Rs. 61 to Rs. 52.

Kambu from Rs. 61 to Rs. 44.

The general fall of prices and the sufferings of the ryots had been described in part I, Chapter VII, under "Commutation of rates." It was pointed out there that 1852-53 were critical years and there was a great economic crisis. It did not start in those two years but it was the result of the fall in prices for nearly 25 years before 1852 while the commutation rates of assessment had remained high, having been fixed when the prices had been high. The report of the Collector of Vizagapatam at pages 52 and 53 clearly described the miserable condition of the ryots to which they were reduced. The description of it was as follows:—

"In favourable seasons the ryots were enabled to pay their rents; in unfavourable years there was necessarily balances which were not periodically adjusted but were allowed to lie over until a favourable season should come round and afford the landlord the opportunity of enforcing his demand on account of arrears. Under such a state of circumstances there are very few substantial ryots in this district."

Paragraph 5.—Whether in ancient zamindaris, the modern proprietary estates or in the taluks that have lapsed to Government, the assessment has been fixed without reference to the prices prevailing at or near the time of the permanent settlement.

Paragraph 16.—Section 3 of the memorandum showing the progress of the Madras Presidency during the first forty years of the British rule contains the following :—

“ From 1834 down to 1854 the country suffered from a series of unfavourable seasons. There was a severe agricultural depression on account of the low prices which then ruled.”

In this paragraph Mr. Peddar accounts for the steady fall of prices between 1834 to 1854 by stating, (i) that the inadequacy of the currency in silver to meet the requirements of an expanding trade, (ii) the collection of revenue in cash, and (iii) the inadequate importation of bullion at the time are responsible. (See pages 27 and 28 of the book.)

The losses sustained by the agriculturists on account of the British Exchange Policy and increased ratios are dealt with in detail in a separate chapter entitled “ Currency and rents ” in part I of our Report. For full particulars that chapter may be referred to.

By comparing the conditions of Nellore in or about 1871, which is in close proximity to Madras, with greater facilities for trade and commerce with those of Vizagapatam which was far in the interior without any communication by railways or roads or canals, one can imagine the economic condition of the district, the ryot, as well as the landholder. (See Nellore District Manual by Mr. Boswell.) The statement published on pages 761 to 768 of the Nellore District Manual shows the collections by Government from ryotwari and amani, at about Rs. 14,10,000. The average from faslis 1211–1220 was given at Rs. 15,08,000. From faslis 1221–1230, it was Rs. 13,37,000. From faslis 1231–1240, it was Rs. 13,48,000.

N.B.—In this period the amani system was tried and abandoned.

In faslis 1241–50—average, Rs. 10,89,000.

In faslis 1251–60—average, Rs. 13,47,000.

In faslis 1261–70—average, Rs. 11,44,000.

In faslis 1271–80—average, Rs. 14,00,000.

The above figures show that until fasli 1280 the average collections by Government did not reach either the figure in fasli 1212 or the average for the first decade.

Statement showing the prices of grains from fasli 1211 to 1218 contained on pages 769 to 786 are printed below :—

STATEMENT II.

The averages of prices are given for the principal food-grains by decades.

Period for which average is to be given.			Paddy sorts.		Ragl.	Jonna.	Cumbu.
			First	Second.			
Years—			RS.	RS.	RS.	RS.	RS.
1801 to 1811	..	..	142	130	113	157	173
1811 to 1821	..	..	141	128	122	152	125
1821 to 1831	..	..	114	118	112	147	113
1831 to 1841	..	..	124	109	112	130	112
1841 to 1851	..	..	90	82	84	100	91
1851 to 1861	..	..	123	108	127	141	139
1861 to 1871 *	..	..	180	173	169	183	169

* The rise in prices of the last decade was due (1) to the minting of silver into rupees by Government from 1861, (2) the introduction of paper currency in 1861, (3) the increase in the export trade to the extent of Rs. 68 millions in 1864–65, (4) the raising of heavy loans in England to the extent of over 90 millions for railways and other public works, (5) the discovery of gold in Australia and America, (6) the great increase in the demand from outside for Indian products owing to the Crimean War and preparation for the Franco-Prussian War in 1871. (See Vizagapatam District Manual, Statement ‘ O ’ on page 386 and also pages 160 to 162 *ibid.*)

These show that there was no Department of Public Instruction before 1856 and there were no schools established before 1856–57. In 1856–57 there was only one Government school with 33 pupils. In 1864 to 1865 there were seven Government schools, 14 aided schools, total of 22 schools with 1,255 pupils Telugu. The population was generally ignorant and the ryots were illiterate and innocent who could be imposed upon easily by the so-called educated and enlightened men. Mr. Smallett reported then, that there were no internal communications whatever, and that there was not even a mile of road in the district along which you could drive a gig or a pig.

In 1862-63 funds were allotted for the construction of the coast road from Chittivalasa to Chicacole. This is the history of the district previous to 1860, that is, before the enactment of the Rent Act of 1865.

The above facts will show that there was little room by actual facts apart from law, for zamindars to raise the rents bona fide as stipulated in clauses 12 and 13 of the sanad. Therefore, it could be reasonably inferred that the raising of rents in this estate was started only after the Rent Recovery Act of 1865.

CHANGE IN RENT.

Up to 1845 the rent income from the estate was Rs. 8,27,100 only, which is about the estimated income at Permanent Settlement. Following the system of joint-village-rent, sanctioned by Government instead of the ryotwari in 1846, Mr. Smallett in charge of the estate under Government introduced that system into the estate and obtained an income of Rs. 10 lakhs. Up to 1904, in which year Mr. Gillman surveyed the estate, the estate was realizing about 16 lakhs of rupees. After survey, Mr. Gillman raised it to Rs. 17 lakhs after the so-called settlement with the ryots. To-day the rent income is about Rs. 24 lakhs.

The present rates are as follows :—

Dry from Re. 0-4-0 to Rs. 8-0-0 an acre.

Wet from Rs. 3-0-0 to Rs. 20-0-0 an acre.

The average wet rate was Rs. 8-2-0 an acre.

The average dry rate was Rs. 2-6-0 an acre inclusive of manavari.

“ After the late Raja Sahib assumed charge, he ordered that uniform rates of Rs. 5 per acre for dry and Rs. 10 for wet should be adopted in the assignments of waste lands *without reference to the adjoining rates*. Progress could not be made in the disposal of waste lands as the rates were considered high by the tenants.”

A comparison of these rates with those in the Government taluks will clearly show that they are above the average.

REMISSIONS.

The rent was reduced by the District Judge by 25 per cent until the Polepalli River Channel was brought into order, under section 138 of the Madras Estates Land Act I of 1908, the District Collector sanctioned the reduction of such rents. In 1935 in the village of Kauripatnam the rents were reduced from Rs. 20 to Rs. 15 to Rs. 8 per acre, on 188 acres.

Again in 1936 in the same village under a different source the rates were reduced from the figure of Rs. 15 to Rs. 18 per acre to Rs. 4-8-0 per acre. In Lakshmipuram village a reduction of the wet rate was sanctioned from Rs. 12-8-0 per acre to Rs. 6-8-0. In Bannadoli the reduced rate was Rs. 4-8-0 per acre. In Aryapalem it was reduced to Rs. 4-8-0 per acre. In Vizianamarajupeta it was Rs. 8. There was also a rent reduction by 33 per cent in the village of Seethanagaram and other villages.

By the end of fasli 1846, arrears amounted to 35 lakhs of rupees against an annual demand of 25 lakhs of rupees. With the surplus income held by the zamindars they should have become very rich and much good should have been done to the cultivators. If only they had realized their responsibility, solemnly undertaken by them in the Sanad-i-Milkeet-Istmirar. But it so happened for various causes that the relationship of the landholder and the cultivator was forgotten altogether and each zamindar began to treat himself as landlord in the English sense, and the cultivator as a tenant, in the same sense.

CONVERSION RATES.

The conversion rate of 6.1 acres for a garce of wet land at the rate of Rs. 10 per garce at permanent settlement gives Rs. 1-10-8 per acre which is quite in accordance with the light and sandy nature of the soil.

For 6.1 acres at the average of Rs. 8-2-0 per acre, the prevailing rate works out to Rs. 48-12-0 as against Rs. 1-10-8 for one acre of wet land at the time of the permanent settlement. For a garce of dry land which is 10.7 acres the rent at the average rate of Rs. 2-6-0 per acre, comes nearly to Rs. 25, as against Rs. 10 per garce at the time of the permanent settlement. These conclusions are only at average rates but there are two areas in Vizianagram and Anandapuram tanas where a rate of Rs. 20 per acre prevailed, thereby giving Rs. 120 per garce of the permanent settlement. The late Raja's order as to the rates for subsequent assignments shows the general disregard on the part of the landholders.

IRRIGATION SOURCES.

In this estate the total number of irrigation sources is 8,204, and they are classified below according to the ayacut to which they cater the water.

Irrigation sources.					Number.
Ayacut cultivation under 10 acres	..	..	..	..	3,108
Ayacut between 10 and 50 acres	..	..	..	..	3,413
Ayacut between 50 and 100 acres	..	..	..	..	1,50
With ayacut above 100 acres	..	..	..	..	653
					<hr/> 8,204 <hr/>

The last time the Court of Wards took up the management of this estate was on 19th October 1935. In reply to the second questionnaire (page 204) the answer was given that every branch of administration required careful overhauling and thorough reform, and that the general condition of the *very many* of the *irrigation sources* in the estate was *deplorable*, and also that the damages caused by floods as early as 1923 have not been attended to. From statistics gathered [even neglecting minor bandas with ayacuts of a few acres] about 3,000 irrigation sources require really urgent repairs, to restore them to normal condition and the approximate minimum amount required for repairs is about 8.3 lakhs which covers the irrigation sources of eleven tanas. It is now proposed to spread this amount of 8.3 lakhs over three faslis.

“ The value of estimates prepared after the Court’s assumption is 4–5 lakhs.” This admission on the part of the Estate Collector is enough to prove the complaint of the ryots made in their oral evidence. The Estate Collector says that every effort is being made to get into close contact with the ryots and their requirements and in the programme, as chalked out, it is hoped that normal conditions would be restored by the end of July 1939.

It has already been pointed out that the sufferings of the ryots with regard to their grievances is supported by the statements made in writing by the Estate Collector himself. It is clear that there was a wholesale and continued neglect of the irrigation sources in the zamindari which cannot be restored into normal condition until July 1939 without an expenditure of more than 8 lakhs as estimated by the Estate Collector. Even this does not cover minor bandas with ayacuts of a few acres, thereby referring to not less than 3,108 irrigation sources under 10 acres of ayacut. It is clear therefore that more than 6,000 irrigation sources were neglected out of about 8,000. It is no wonder that the wet rates levied were abnormally heavy and oppressive on the ryots, particularly in view of the continued neglect of the irrigation sources.

WHAT IS THE NET INCOME OF THE ESTATE AT THE TIME OF THE PERMANENT SETTLEMENT?

1. It was Rs. 8,15,749. (Paragraph 17 of Webb’s Letter) minus 5 lakhs, that is, Rs. 3,15,749.

2. According to Sir Thomas Munro’s Minutes, paragraph 14, the net income was Rs. 8,70,000 minus 5 lakhs peshkash, that is, Rs. 3,70,000.

We shall now note the net income after 1815—

- (1) 1815–1822—8½ lakhs minus 5 lakhs—3½ lakhs.
- (2) 1827–1845—Rs. 8,27,100 minus 5 lakhs—Rs. 3,27,100.
- (3) 1847–52—Rs. 10 lakhs minus peshkash, cesses and expenses.
- (4) 1898–1904—Rs. 16,94,040.
- (5) After 1904—Rs. 17,26,188 minus peshkash and cesses and expenses.
- (6) For fasli 1346—Rs. 24.76 lakhs minus peshkash and cesses and expenses.

We have no evidence whether any premiums were levied under section 25 of the Estates Land Act.

THE NEXT QUESTION FOR CONSIDERATION IS GRAZING FEE, TAXES ON FUEL AND TIMBER AND MINERALS, MINOR FOREST PRODUCE AND UNRESERVED LAND, LEVIED IF ANY, PRIOR TO THE PERMANENT SETTLEMENT AND AFTER THAT DATE.

We have discussed all these questions in the chapter under the head of ‘ Forest rights and natural facilities.’ There is no evidence before the Committee about levies before the

permanent settlement. As regards post settlement levies the evidence of the estate is annexed. With regard to grazing rights, etc., the position of the zamindar is as follows.

Except in the case of cows grazed by merchants or Komatis who were not agriculturists no fees were levied at all. (Circuit Committee Report.)

As regards the inhabitants and those who were induced by the zamindars to come and settle in the estate from other estates for expansion of cultivation they had the immemorial right to remove fuel, timber, minor forest produce, produce from waste lands and to graze their cattle free of charge for agricultural and domestic purposes. These rights were safeguarded by paragraphs 25 to 31 of the instructions to Collectors, Regulations of 1802, and Regulation IV of 1822. All inhabitants wherever they were, enjoyed equal and similar privileges in regard to the waste lands including forests, because at that time or even up to the year 1882 when the Madras Forest Act was passed, free grazing and felling for agricultural and domestic purposes, that is, for reclaiming lands for podu cultivation and removing timber for building houses was going on unchecked. There was no demand for timber until late in the last century. In constituting the reserved forests these rights were either conceded or compensated for before reservation, under section 16 of the Act by the Government. Section 32 of the Madras Forest Act was enacted in view also to reserve forests even in the estates, which is contrary to the purpose of permanent settlement, namely, expansion and improvement of cultivation. This Forest Act was somewhat defective in so far as it has omitted to protect the rights of the cultivators in the estates to the same extent to which the rights of the ryotwari tenants were protected except by way of a general protection given under section 32 of the Forest Act. The rules passed by the Government about the management of the unreserved lands in the estates also brought under section 32 of the Forest Act, provide for the free graving and free removal of timber; leaves and minerals, etc., by the people of the village and the neighbouring villages for agricultural and domestic purposes. A perusal of the notifications issued for each estate forest under section 32 found in the Madras Forest Manual will bear out the above observations. The constitution of reserved forests and the levy of grazing fees and seigniorage upon removals from the forests and the unreserved lands are not in accordance with the intentions of the permanent settlement.

VILLAGE OFFICERS.

I. *Status under the permanent settlement.*—The karnam was placed between the zamindar and the ryots by Regulation XXIX of 1802. He could be removed only by the District Judges. The *village headman* was not then existing. He was not created by the Regulations of 1802. He was created in 1816 when the magisterial powers were taken away from the Zilla Judge and given to Collectors, so that they could more efficiently superintend the administration of criminal justice. He was not a subordinate to the proprietor.

II. *Status of village officers at the present time.*—In 1894 Regulation XXIX of 1802 was repealed by Act II of 1894 in which the village officers were placed in subordination to the revenue officers and the zamindars. In fact provision was made for empowering the zamindars even to fine the village officers. Under the rules passed by the Government under section 32 of the Act, the village headman was first required to receive rents and remit them to the proprietor. This is in accordance also with the objects and reasons appended to the Madras Estates Land Act by which the village headman had no duty to collect rents for the estate. In fact, sections 79, 61 and 62 of the Estates Land Act require *receipts* to be granted by the agents of the zamindar.

In 1916 as a result of a criminal case which went up to the High Court from the Punganur estate in which it was held that the village officers had no duty to collect as public servants, the Board altered the rule so as to throw the duty of collections upon the village headman. The word 'collect' was substituted for 'to receive,' the one being active and the other passive. In the result the zamindars have been using the services of village officers for their rent collections, contrary to the terms of the permanent settlement. We are of opinion that the subordination of the village officers should be ended. Indeed, there is no need for a village headman in estate villages which are not irrigated by Government deltas and get revenue to Government. The headman's post in the other villages may be abolished enlarging the duties of the village karnam so as to cover the minor duties discharged by the village headman, and designating him as a tribune officer. Such a measure will give a saving of a few lakhs.

The complaint of the zamindars against the village officers is ridiculous in the extreme and is intended to save expenses of collection by having a separate establishment as before 1894 and 1908, or in other words, it is not well-founded.

ORAL EVIDENCE.

Thirteen witnesses were examined on behalf of the ryots in this estate.

Witness No. 27 of Pothunur village.—He deposed that the wet rates varied from Rs. 10 to Rs. 18 and dry rates from Re. 1 to Rs. 7. There was no river or canal. He deposed that in the recent settlement the rate was enhanced by 2 annas. The Collector cancelled it after instruction. He says that there were no crops in Pedda Cheruvu. The bund raised 23 years back remained as it was. According to him the cultivation cost went up to Rs. 48 per acre with hired labour. He said that ten tanks were silted up. He added that the wet rate for $1\frac{1}{2}$ acre was Rs. 10 and for the rest it was Rs. 16 to Rs. 18. He admitted that he mortgaged his lands for Rs. 200. He said that nobody would lend money now-a-days and that the lands could not be sold either, because there were no people to offer prices.

The next witness No. 28 comes from Attada village.—According to him the rate per wet, Rs. 7 to Rs. 8. For dry it is Rs. 1-8-0. The waste poramboke used for grazing village cattle he says was assessed at Rs. 10 per acre and assigned to the adjoining ryots. The estate took up the farm tank and are growing 70 to 60 garces or paddy by utilizing all the water supplied for it. According to him there are two small tanks in the village which are on a level with ground not repaired at all within his knowledge. He owned two bullocks and he was grazing his cattle in this free of permits until 20 years ago. He says that they have been collecting grazing fees for pasturing in waste lands. Dry land costs Rs. 25 to Rs. 30. Wet land costs Rs. 50 to Rs. 60. Cultivation expenses according to him came up to Rs. 10-12-0 per acre while the value of the produce was Rs. 20.

Witness No. 29 comes from Nourtha Palayam village.—According to him the wet rate is Rs. 7 and dry rate is Rs. 2-4-0 (Rs. 2 to Rs. 4). There are no water sources in his village; no river canals either. The land in the village was leased for cultivation. One hundred and eighty pairs of bullocks and 1,000 cattle cows, sheep and buffaloes constituted the total strength of his village. The village was to be used for penning and grazing cattle and sheep. He adds that there is no grazing land now and that the village waste was assigned at Rs. 2 per acre and a nazarana of Rs. 575.

Witness No. 30, comes from Korada.—He pays Rs. 200 rent. According to him there were no water sources except tanks. Wet rate was Rs. 12 to Rs. 13 and the dry rate went upto Rs. 6. According to him the lands are poor and the yield per acre is below one cart-load. The tank was repaired only last year partially and the repairs have yet to be completed this year.

Witness No. 40 came from Bimlipatam taluk.—He says that the dry rate was Rs. 9 per acre while the wet rate was Rs. 12 to Rs. 20 per acre. There was no tank in his village. He has been in arrears on the wet land since the breach of the dam across the hill-stream.

Witness No. 48 comes from Dwarapudi Gunkalam.—He says that the tanks were not repaired and he was in arrears for four years owing to loss of crop. He admits that not a pie was paid and he and his men have become as helpless as the sheep.

Witness No. 63 of Madurawada village files a written memorandum.—He presented a petition to the Revenue Minister, dated 12th January 1938 together with three enclosures in support of the complaint about the disrepair of the irrigation sources. Petition to the Collector under sections 135 and 137 of the Madras Estates Land Act complaining about the non-repairs to the big tank known as Pedda Cheruvu and the flow of the Gedda into their fields to the silting up of their lands and requesting both the tank repairs and the diversion of the Gedda from over their fields. This petition was dated 22nd January 1929 and speaks of previous petitions being unheeded. The petition was returned by the Collector for further information.

Second petition to the Collector, dated July 29, on the same subject returned by the Collector for further information on 23rd July 1929. Third petition to the District Collector, dated 15th March 1935, addressing in vain the estate officers and the Revenue Divisional Officer on the same subject for five years was returned to the petitioners through the Tahsildar though the Sarishtadar altered the endorsement put in by the clerk to one of "forwarding" it to the Revenue Divisional Officer, and the Collector signed the altered endorsement.

This elaborate petition containing all particulars shared the same fate as its predecessors, by the negligence of both the Collector's clerk and the Tahsildar, who sent the petition back to the ryots instead of the Revenue Divisional Officer to whom it was forwarded by the Sarishtadar and the Collector. He says that he will prove all these facts by documents. If the story is true, it is a painful one. The Collectors of early days were described as protectors of the ryots and the masses. Sir Thomas Munro described in his Minutes on his South Indian Tour, the Collectors as officers who were most easily accessible to the cultivators, not merely for receiving petitions but for enquiring into their grievances, getting into touch with them and admitting to give minimum relief on the spot. The description given by the witness of the way in which his petition was treated shows the contrast, of the present day administration with that of those great statesmen who laboured hard for improving the condition of the masses in this country.

Witness No. 64 comes from the same village, Madurawada.—His complaint is that a false case was hoisted against him for having illegally grazed his goats in the Vizianagram forests while they grazed actually in his own jirayati land only. He has filed receipts for Rs. 8-4-0, dated 12th October 1928, and No. 52, dated 16th August 1936, given to him for forest and compounding fees and another pound receipt for Rs. 3-7-0, dated 20th March 1936.

Witness No. 73 of Nallapalli stated that the dry rate was from Re. 1 to Rs. 5 and the wet rate from Rs. 4 to Rs. 6 and even to Rs. 8 in some cases and Rs. 20 in others. He has given a story that 50 years ago there was a dam across the Sarda river which gave the estate about Rs. 40,000 revenue and it breached 50 years ago. Nothing was done to restore it in spite of thousands of mahazars annually sent. The ryots of Mukundapuram, Rainada, Chandrammapeta, Kasipuram, Nagayyapeta and Peddanandipall about 3 to 4 thousand left the villages for Natal as emigrants. According to him the restoration of the dam will provide food for 25,000 men and he says that there is a tank in which the rate ranges from Rs. 8 to Rs. 14 and that timber for agricultural purposes is charged Re. 1-4-0 per cart-load and that they charged even for firewood. The witness has filed a petition before the committee for the restoration of the dam together with a copy of the petition sent to the Estate Collector on 26th September 1937 by registered post.

Witness No. 74 of Poothanapalli village says that the wet lands were not yielding good crops owing to the dam across the Lethagedda, having been washed away and that all the ryots became indebted to the sowcar owing to the loss of crops. He admitted that recently Mr. Irwin got a dam constructed which was also washed away. According to him all the forest was reserved from Punyagiri to Anantagiri and before reservation the ryots used to get free removals from forests for agricultural purposes. They were prevented from enjoying the same privileges now. He filed a Telugu translation of the judgment copy of the Deputy Collector in which the enhancement of 2 annas in the rupee was given in 1924 over wet lands, under certain tanks while declining to grant any enhancement because the tanks were under disrepair.

Witness No. 77 of Rayaparajupeta stated that the wet rate per acre was Rs. 22-8-0 and that 4 acres of wet land under tank suffered much on account of the disrepair. There was a river channel but no water even for drinking purposes. There are no wells in the village because they could not strike water except at very low depths.

Witness No. 19 of Makarapuram (Jalantra Estate) says that the wet rate was Rs. 10-8-0 per acre for 4 acres of his and Rs. 8 per acre for another 4 acres and Rs. 6 per acre for 2 acres, total wet 10 acres. The dry rate according to him is Rs. 2 per acre. The garden rate was Rs. 3. Before fasli 1301 the rates were less. He says that before fasli 1301 they had an assessment of Rs. 12 for dry and Rs. 10 for wet and Rs. 2 for the present rate of Rs. 8 for wet. Before fasli 1301 there were no individual pattas. The estate raised rents by 8 annas. The ryots contested before the Collector and succeeded in getting a decree against the enhancement. They won even in the Munsif's Court and the District Court. The zamindar appealed to the High Court in Madras where, the witness says, the ryots were advised not to quarrel with the zamindar but to enter into a rajinama. According to that rajinama the rates were reduced by Rs. 8, Rs. 6 and Rs. 3 respectively. Under this rajinama free removals from the forests were conceded. The witness closed his evidence by saying that the tank called Chinkili Sagaram had had no repairs at all. According to him the forest fees were :—

Rupee 1 per head of cattle.

Annas 8 per cow.

Annas 4 per sheep or goat.

Those rates were brought into force only after fasli 1301 by the Court of Wards. The witness assures that the ryots had immemorial rights in forests and they do not like to pay forest rates. He complains that they are filing forest prosecutions against them and no remissions are granted. According to him crops failed in 4 out of 5 years in this area.

Witness No. 47 of Sarvepalli was originally a tenant of Jalantra Estate. He used to pay cist to the Raja of Jalantra. The Mahanth converted rents from cash into paddy. He says that formally they paid Rs. 12 an acre but now they are paying Rs. 40. The tank-bunds have completely gone and they are not repaired. He adds that for every 5 kunchams they are taking 3 kunchams towards interest.

This closes the oral evidence on behalf of the ryots. As against the evidence given by the ryots analysed above four witnesses were examined for the zamindar, all being officials under the Court of Wards. They have not denied the details of the complaints made by these ryot witnesses. Generally, they have spoken of what they have been doing within the last three years of their administration, for the improvement of the estate. Because this estate has been under the management of the Court of Wards, we were able to get all the papers together with the statements of the Estate Collector which threw great light upon the state of affairs of this estate. The description given by the Estate Collector tallied with the story of the ryots about the sources of irrigation and the repairs which they had brought long time back. The complaints of the ryots from the evidence stated above reduce themselves to the following :—

- (1) High rates of rent.
- (2) Neglect of irrigation sources.
- (3) Levy of grazing fees, etc., forest fees.
- (4) Assignment of tank-beds to ryots on patta.
- (5) The poverty of the soil.
- (6) Failure of monsoons.

All the facts stated by the witnesses support the records made by the officers about the general condition of the people, fertility of the soil, and the average rates for wet as well as dry. We have discussed at length about the rate of rent permanently fixed on the date of the permanent settlement and the enhancements made subsequently from time to time. In the light of this discussion, the general finding we have arrived at on the question relating to the unalterable character of the rate of rent has been very well substantiated. We have all the material required to ascertain the rates of rent at the time of the permanent settlement on dry as well as wet, and we have discussed all the materials that showed how the enhancements were made and how even the method of assessment was changed from ryotwari into a joint village rent system. On a review of the whole evidence, oral as well as documentary and admissions on both sides, we are of opinion that the rate which the zamindar is entitled to collect is the one that had been fixed permanently at the time of the permanent settlement. All other enhancements made from time to time are not valid and binding upon the cultivators. Each enhancement was in violation of the arrangement embodied in the Permanent Settlement Regulation and Patta Regulation of 1802 and also of the provisions made in the Rent Recovery Act and the Estates Land Act. The ascertainment of the exact figures is a matter of arithmetic.

As regards grazing rights, irrigation sources, etc., our findings are recorded in separate chapters.

The essence of the evidence given by the witnesses who spoke about their rights and grievances on both sides has been set out above. To put it briefly, in closing the evidence recorded about this estate, we may say that witnesses Nos. 27, 28, 29, 30, 40, 73, 74, 77 and 19 speak to the fact that the water-rates are high and range between Rs. 7 and Rs. 23-8-0 per acre. They complained that the assessment is very high and consequently the ryots became poor and are unable to bear the burden. The same witnesses along with witness Nos. 63 and 64 speak to the fact that the water sources are quite out of repair and that there is much hardship felt in the growth of their crops. Witness No. 63, who belonged to Mathuravada village in his written memorandum states that he filed a number of petitions from 22nd January 1929 even. But no relief could be got from the Collector. The Collector simply returned the petitions without taking any action at all. The same is the complaint made by witnesses No. 73 of Nallapilli who alleges that the dam across the Sarada river, which was breached 15 years ago stands unrepaired even to-day. Witness No. 28 says that the two small tanks in his village are on the level of the cultivated fields and were not repaired within his knowledge. Witness No. 48 supports the former.

All these facts bear out the deplorable state of the water sources in the estate, which fact we may take, is practically and generally admitted by the Court of Wards managing the estate at present, when they said that it was in a hopeless condition and that they required 8 lakhs of rupees to carry out the repairs which they are endeavouring to fulfil, spreading it over a number of years. We may hold that the evidence recorded has made out the case to compel the estate to maintain the water sources in order, so that they may claim water-rates. This fact is not denied by the Estate Collector, and this cannot be denied by any landholder because it was an obligation undertaken by the landholder and the Government, who assigned their rights in his favour. Witness Nos. 28, 29, 73, 74 and 19 speak of the levy of the forest and grazing fees. They complained that they are not allowed to take wood necessary for agricultural implements. They also say that these levies are unjust and illegal and introduced by the zamindar subsequent to the permanent settlement. Witness No. 29 further complains that the grazing land in his village is now obliterated and the village waste which was the mainstay for the grazing of their cattle was assigned at Rs. 2 per acre and the total Nazarana of Rs. 575. Almost all the witnesses complain that no remissions are granted even in times of great distress.

BOBBILI ESTATE.

	RS.	A.	P.
Present peshkash	83,442	7	5
Total rent roll	6,26,895	1	11

EARLY HISTORY.

The founder of the Bobbili family was named Peddarayadu, who in A.D. 1662 entered the Vizagapatam district in the train of the Faujdar of Chicacole, Sher Muhammad Khan.

Peddarayadu soon distinguished himself by rescuing the Nawab's son out of the hands of certain rebels whom he defeated after a great slaughter. The Nawab rewarded him with a lease of the "Rajambunda" and gave him the title of Ranga Rao which has been borne by all his successors. The new zamindar built a fort to which he gave the name of "Bobbili" (The Royal Tiger). In 1756 the Fort of Bibbili was attacked by the French and the famous heroism of the defenders has been a bright spot in modern history.

When the fort was captured, Vengal Rao, the brother of the Raja and Gopal Venkat Rao, his infant son, escaped. They fled to Bhadrachalam. In 1759 there was a compromise between Ananda Raj of Vizianagram and the Bobbili family. Vengal Rao lived after this for three years and was succeeded by Gopala Venkat Rao for four years.

In 1766 Seetha Rama Raju imprisoned Gopala Venkat Rao at the Fort of Vizianagram. He escaped from prison in 1790 into the Nizam's country.

In 1794 when the dismemberment of the Vizianagram zamindari took place Bobbili was restored. Gopala Venkata Rao died in 1801. The Vizianagram Estate's efforts to incorporate Bobbili with Vizianagram were of no use, and permanent settlement was made with Rayadappa, the adopted son of Gopala Venkat Rao.

PESHKASH—HOW IT WAS FIXED.

The average produce for three years is fixed at Rs. 1,18,347. (This figure was taken from Mr. Alexander's Report. See page 220, Appendix No. XII-D.) To the above sum Rs. 6,957 was added on account of manyam kattubadi and nuzzars; but on account of the capability of the improvement of the zamindari, the Collector proposed to take the average gross land revenue on the zamindari at Rs. 1,35,000 and to fix Rs. 90,000 or two-thirds as the peshkash.

First and second years—Rs. 84,000 only.

Third, fourth and fifth years—Rs. 87,000 only.

And Rs. 90,000 permanently.

We now examine the evidence of the witnesses examined before the committee on behalf of the zamindar as well as the ryots.

Refer page
393 of Vizagapatam District Manual by Charnickes.

Witness No. 23. Mr. Pisapati Pundarika Sesha Achari—Ryot.

The witness stated as follows:—

The rents are enhanced and there are no remissions. The assessment has been enhanced three or four times after the permanent settlement. They are as follows:—

Wet lands irrigated by tanks from Rs. 8 to Rs. 18.

Wet lands irrigated by rivers from Rs. 25 to Rs. 45.

Dry lands Rs. 3 to Rs. 12.

For Government lands under canals the rate is only Rs. 12. Beriz has gone up. During fasli 1207 it was Rs. 100-12-0 and now it has gone up to Rs. 3,500.

About thirty years back prior to the advent of the Estates Land Act the zamindar had through leases afforded an opportunity to certain individuals to enhance assessments. The said people increased the rent over and above what is due to zamindar. The assessment of Lupalavalasa village has grown in that manner.

In the collection of kist a margin of time must be allowed as in the case of Government. There is no remission of rent. A suit is also instituted for grant of remission.

No irrigation works have been carried out. Irrigation is not satisfactory. There are no bunds for tanks. Tank beds are being cultivated. There is the Nandimada Project. But nothing was done by the Raja.

There are few forests and there are no sites for house construction.

Both survey and settlement must be effected by the Government. Private settlement and survey have been effected in some villages.

Witness No. 31, Matta Narayanaswami.

The rate of rent is Rs. 61-11-4 per garce. On the whole they are collecting Rs. 66-4-0. The lands in my village are leased out on a high rate of rent. Nobody would buy them. In Government land for single crop the rate is from Rs. 8 to Rs. 14. For double crop it is Rs. 14.

Remission may be granted. The lands should be treated equally with the Government lands. We have petitioned to the Board of Revenue that survey may be effected.

Witness No. 288. Oral evidence of the Sarishtadar of Bobbili Estate.

Extent of land under cultivation at the time of the permanent settlement is as follows:—

										G.	P.	ACS.
The whole estate—												
Dry	..	..	..	..	..	..	..	..	..	2,036	10 or	8,145.65
Wet	..	..	..	..	..	..	..	..	..	9,313	10 or	18,626.50
Total										11,349	25 or	26,772.15
												ACS.
Bobbili proper—												
Wet	..	..	..	..	..	..	..	..	..	..	..	44,495.82
Dry	..	..	..	..	..	..	..	..	..	..	..	30,027.22

The land that is newly brought under cultivation roughly amounts to 15,000 acres mostly dry yielding a kist of Rs. 40,000 to Rs. 50,000. The witness says that to give exact statement from Fasli 1207 to 1271 figures may not be traceable. They are traceable. (See Alexander's Report, page 223 of Appendix No. XII-D.)

What the system of tenure was cannot be definitely stated. Only at the time of the permanent settlement in delta villages there was rent in kind. In other villages rent was in cash. Only fifteen or twenty villages were under the ijara system, while all the other villages were under amani.

I do not know the rates in Government villages. In the zamindari it will be from Rs. 8 to Rs. 15. There was an increase of two annas in the rupee in fasli 1324 after getting the order of the Sub-Collector. There might be an enhancement of As. 1-6 once or twice before the Act, in Lingalavalsa villages. The extent under cultivation is as follows:—

										ACS.	Kist.	
											RS. A. P.	
Fasli 1207	..	..	..	..	..	..	..	..	..	250	1,081	0 0
Now	..	..	..	..	..	..	..	..	..	460	2,580	13 0
Total										210	1,499	13 0 (difference)..

Increase is due to the increased extent of cultivation and also due to the 2 annas enhancement. The estate has improved irrigation facilities.

There is now difficulty in collection of rents. The position of zamindar must be approximated to that of Government in the matter of possessing all the means of collection.

Owing to Debt Relief Act 5 per cent on decrees of the last twelve years has been lost.

Originally there were 25 villages paying rent in grains. Now only two villages pay grain rents. The rest pay cash after commutation by High Court.

In fasli 1311 garces were commuted to acres and cents. Garce was only an estimate and not a measurement. So all the old accounts were only estimates of produce. This estimate will continue with regard to the unsurveyed estates.

The witness confesses that the estate rates are higher than Government rates. Purchaser price is fifteen times the profits. There is no competition in the purchase of lands. The Government paid twenty times for acquisition for railway.

There was an increment in rent by 2 annas in the rupee in 1924. The rate of rent in 1908 on wet and dry lands before the Estates Land Act was Rs. 2 to Rs. 4 on dry, and Rs. 8 to Rs. 12 or Rs. 13 on wet lands. In delta villages where there was no enhancement after the Act the rate of rent from the beginning was Rs. 20 to Rs. 35, that is, from the date of the permanent settlement. The total rent realized at the time of the permanent settlement was Rs. 1,35,000. The income from land now is Rs. 6,29,000. The difference is to be accounted for as follows:—

RS.	
6,29,000	
1,35,000	
<hr/>	
4,94,000	increased income.

In Kavittana delta villages the rent in kind was 3,500 garces. The price at the time of the permanent settlement was Rs. 12 to Rs. 15. The commutation prices now is Rs. 61-11-3 or nearly five times. For Kavittana villages the rent then was Rs. 30,000; now it is Rs. 1,50,000. The rate of the subsequent resumption of land of about 1,200 garces comes to Rs. 61-8-0 to about Rs. 70,000 the remaining Rs. 4,00,000 is received from dry tana. The increase may be due to subsequent rise in akaram also.

The extent of subsequent resumption is 5,526 acres. The difference in extent between the settlement and now is 5,500 acres.

The income from the new estates that have been added is Rs. 1,50,000.

There is nothing to show on what basis the rent was calculated at the time of the permanent settlement.

IRRIGATION SOURCES.

There are nearly 1,336 tanks in good repair. We spent Rs. 50,000 yearly. There is now water project called Nandamada. During the regime of the Maharaja as Chief Master it was not promised that bund would be constructed at Kamaswaram village. Raja Sahib inspected it once. Water is now flowing but if you meddle with it there is trouble.

In Uthiravadi village there are nearly ten tanks. They are there originally in fasli 1297. The extent of wet cultivation in fasli 1297 was 350 acres. This is due to the fact that most of the services inams were converted. Now these inams bear assessment and these wet lands are called a "jirayati."

There is an irrigation budget. Zamindar has dug many tanks.

ESTATE IS PARTLY SURVEYED.

There are 212 estate villages. Only one is surveyed and settled. Fifty-five villages are surveyed. The rest are unsurveyed and unsettled.

There are joint pattas. There are applications for dividing them. As far as the witness knows there is no patta to show Rs. 50 per acre; 70 per cent are joint pattas. The revenue pallamdar and clerk will look to the division of the patta and irrigation water.

There is a tenants' association in Bobbili for past five or six months.

The total income of the estate is 8 lakhs and 33 thousand rupees. Revenue inspector collected rents. Sixteen villages are looked after by the revenue inspector. There are muttadars, revenue naidus to collect revenue.

To a question whether there are muchilikas the answer is we give receipts and they enter into an agreement.

The remuneration is 1 per cent of the collection.

Revenue inspector is paid Rs. 25. Village headman has no power to grant receipts. The cost of the revenue establishment is Rs. 18,000.

There is no use of section 113 of the Estates Land Act in our estate.

The witness has no information of the total lease area.

Cultivating expenses per acre will be Rs. 7 to Rs. 8 per acre for paddy. For dry cultivation it will be Rs. 5 for ground unit.

Witness No. 289, Potnuri Chinna Appalanarasimham.

He owns 30 acres wet, gets an yield of 30 garces paddy. The price per garce of paddy comes to Rs. 64. He pays Rs. 718 towards rent. The cultivating expenses comes to Rs. 10 for an acre.

Witness No. 24, Chintada Disambara Nayudu, Guthavalli village.

The lands are not surveyed. The witness holds 10 acres service inam, pays Rs. 40 as kattubadi. The rates of rent in the estate are high. The estate collects rent by breaking our heads.

Remission is granted to ryots who only pay Rs. 60 and above rent.

Witness No. 25, Simhadri Suryanarayana, of Adavaram village, owns 7 acres of wet. The land is classified into four tarams, the rent varies from Rs. 30 to Rs. 14-1-0 according to quality of land.

There is not even an inch of communal land. Repairs to water sources must be in the hands of village panchayats.

GRAIN RENT.

The estate evidence goes to show that the ryot's share was only one-third of the gross produce. This statement is again not true for the reason that this estate had no separate existence from 1766 to 1796 and was under the sway and management of the Vizianagram zamindar for thirty years.

Paragraph 20 of the Circuit Committee Report which dealt with the Vizianagram zamindari as a whole (including Bobbili and other estates) shows that the division of produce was half-and-half between the ryot and the Raja and that long before 1784, the date of the Circuit Committee's Report. The Vizianagram zamindar imposed money rents doing away with the grain rents and had a fixed rent of Rs. 10 for garce of dry or wet land in which case a garce represented an amount of land which produced a garce of dry or wet grain, by measurement at harvest. It did not represent survey area. So columns 28 and 29 of the statement appended on pages 36 and 37 of No. 1 selections from the Board of Revenue, distinctly shows that Bobbili Estate was made over to the Bobbili zamindar only in 1796, that is, two years after the death of Vizianama Raju in the battle of Padmanabham, and that even in 1796 the Bobbili Estate was rented out in small farms. There is, therefore, no basis or truth in the statement that grain rents prevailed at all in Bobbili estate in the years preceding the permanent settlement and that he was taking two-thirds leaving only one-third to the ryot.

THE PRICE OF GRAIN.

The Bobbili evidence is that the average price of paddy at permanent settlement was Rs. 13-10-8 per garce. This is again proved incorrect not only by the Collector's report, but also by the Presidency average published in the statistics. (See statement appended on page 53 of Selections from the Madras Record Office, No. 31—"Papers

relating to the commutation rates in the Madras Presidency.”) Column 11 of the statement shows the price of paddy at Rs. 64 at the time of the permanent settlement. The statement of average prices in the Presidency by Mr. P. J. Thomas, Professor of Economics, University of Madras, Madras, from the official records, dated 27th January 1938, shows Rs. 109 as the price of paddy, first sort, and Rs. 96 as the price of paddy, second sort, in the year 1801–1802. The Collector’s figure must be taken to mean the price of local garce, namely, Rs. 64 per garce, the Presidency average quoted above being for a Madras garce in accordance with the instructions issued by Government in No. 46 Revenue Consultations of 1st July 1858. The Madras garce is more than two times the local garce of Vizagapatam. As a matter of fact, the year 1799 was a year of scarcity and the prices from that year ruled high. The price levels in the first half of the nineteenth century shows a much higher level than the price levels that ruled in the latter decades of that century, that is, up to 1852 or so. These figures falsify the evidence of Bobbili as to the price level of Rs. 13–10–8 for an acre of paddy at the time of the permanent settlement. These statistics of price levels from the time of the permanent settlement up to the time of the commutation of rents by the courts under applications made by the zamindar and that under section 30 of the Madras Estates Land Act clearly show that the price levels were very uneven with sharp curves both upward and downward and that the zamindars took advantage of the upward curves for increasing their rents while ignoring the distress in the periods of depression. The judgment of the courts giving the enhancements upon the basis of prices in the previous twenty years under section 30 of the Madras Estates Land Act show the extent to which the courts were misled by the zamindars giving no evidence as to the price levels obtaining in the first decade of the permanent settlement and prominently bringing to notice the fall in prices preceding the date of the application. The courts’ decisions on this subject in the absence of any evidence from the ignorant, helpless, and poor ryots went against them, because they were not able to argue for themselves with information as to the price levels obtaining from the time of the permanent settlement up to the date of application for commutation, in the result the true spirit and the humane intentions of the permanent settlement giving the fixity of rent and tenure to the ryots was frustrated.

RATES OF RENT.

At permanent settlement there was only one rate, namely, Rs. 10 for a garce of land dry or wet. In the case of wet the conversion rate being 3·7 acres, the rent for an acre of wet at permanent settlement Rs. 2–11–2. For dry land the conversion rate being 23 acres for a garce of land the rate of rent per acre at permanent settlement was less than 8 annas or 1/2 rupee per acre.

The present rates vary as follows :—

Wet acre from Rs. 9 to Rs. 21.

Dry acre from Rs. 2–8–0 to Rs. 5.

The acreage rate of assessment by Government for ryotwari lands in Vizagapatam district are also given below to show that the rents ruling in the estate are even more than treble the rates of Government.

Page 175 of Vizagapatam District Gazetteer, Volume I.

Wet.			Dry.		
RS.	A.	P.	RS.	A.	P.
8	0	0	3	0	0
7	0	0	2	8	0
5	8	0	2	0	0
4	8	0	2	0	0
3	8	0	1	4	0
2	8	0	1	0	0
2	0	0	0	12	0
..			0	8	0
			0	6	0

A comparison of these figures abundantly proves that the zamindar did not stand by the stipulations in the sanad that he would contribute to the prosperity of the people by maintaining the fixity of tenure and fixity of rent in an unalterable form and thus promoting the expansion of cultivation.

Conclusion.

We have dealt with the evidence given on behalf of the ryots and also of the zamindar from the various aspects and also with the grain rents and the prices of grains. We shall now deal with the conversion rates which have a direct bearing on ascertaining the rates which had been fixed in perpetuity at the time of the permanent settlement. The method to be adopted is the same as we have dealt with in the case of Vizianagram Estate. The same is to be applied with regard to other estates. Before dealing with these matters, it is necessary to state as has already been referred to in the first part of the historical sketch, that Bobbili had no separate existence at the time of the Circuit Committee's Report in 1784 and was merged in the Vizianagram zamindari from 1766 to 1796, that is, for a period of thirty years, during which time Bobbili Raja was for sometime a prisoner in the Fort at Vizianagram and then in exile in the Nizam's Dominions after escaping from it. The Circuit Committee Report, therefore, dealt with the Vizianagram zamindari which was then composed of several estates including Bobbili and the figures therein are of no consequence. The Reports of Alexander and Webb printed in the Selections No. 1 of the Records of the Board of Revenue, printed in 1909 relative to the permanent settlement in the Vizagapatam district and the statements appended thereto give the correct and up-to-date figures as to the extent and the income realized in the three years previous to the permanent settlement upon which the land revenue was fixed.

Evidence by Bobbili.—The conversion rate given by Bobbili for a garce of land in that estate is 2 acres of wet and 4 acres of dry. That this is wrong and misleading will be clear from the following calculation of the conversion rates:—

- (i) For the whole extent.
- (ii) For wet alone.
- (iii) For dry alone.
- (iv) For uncultivated.

According to the official records the area by survey of the Bobbili estate is 268 square miles, giving 171,520 acres by survey at the rate of 640 acres per square mile.

Column 7 of the enclosure printed on pages 36 and 37 of No. 1 selections from the Records of the Board of Revenue, shows the total arable ground or cultivated ground in the Bobbili estate to be 18,908 garces. Dividing the survey area, namely, 171,520 acres by 18,908 garces, the conversion rate comes to a little over 9 acres per garce of land in the estate. At this rate the extent of alienated lands in column 11, namely, 3,382 garces of land, gives 30,438 acres. Deducting this extent from the total area the Circar land comes to 141,082 acres. Of the total extent of 18,908 garces, 4,084 garces of land is unproductive land (see column 8 of the statement). This comes to 36,756 acres. Deducting this from 141,082 acres, the cultivable land alone at permanent settlement comes to 104,326 acres. Now, the total extent of occupied land for fasli 1342 is 77,035.67 acres. Then deducting this from 104,326 acres of cultivable land at permanent settlement by the conversion rate of 9 acres, it will be found that 27,291 acres of cultivable land is still unoccupied and uncultivated. Deducting 44,495 acres of wet land under occupation in fasli 1342 from 141,082 acres of Circar land, wet and dry, gives 96,587 acres of dry land including unproductives. This gives the conversion rate of 23 acres per garce of dry land. This rate is almost on a par with the conversion rate of 20 acres prevalent in the Vizianagram zamindari. Granting that every available inch of wet land at permanent settlement was under cultivation in fasli 1342 the conversion rate for wet comes to 3.7 acres per garce. At the time of the permanent settlement the uncultivated wet area which was cultivable was only 15 garces. So, there was absolutely no room for giving any credit or credence to the unfounded and unreliable statements made by the estate officials regarding expansion of cultivation in the following terms.

On page 132 of the second questionnaire, the increase in dry extent including garden is about three times and in the wet extent, it is one and a half times than at the time of the permanent settlement. Paragraph 9 of Sir Thomas Munroe's Minutes, dated 7th January 1823 A.D., clearly shows from the statement of the zamindar himself, that, all extent excluding unproductive which are set apart for grazing purposes, had been already under cultivation and there was no room for expansion since the permanent settlement. The Bobbili evidence gave the conversion rate at 2 acres for wet and 4 acres for dry (see page 128 of the second questionnaire). This is quite incorrect and misleading as shown above.

PARLAKIMEDI ESTATE.

Historical sketch.—This estate is the largest and most important in Ganjam. The population of the estate is 227,482 and the area is 639 square miles. The yearly peshkash is Rs. 87,825-4-0 and the income is 4½ lakhs. The chief town is Parlakimedi. The estate is now situated in the Vizagapatam district. From 1830 to 1890 A.D., the zamin-dari has been administered by the Court of Wards, supervised by the Principal Assistant Collector residing at Chicacole.

The word Parlakimedi is a corruption of 'Pravala-Khimundo'—the coral-headed and coral-eyed one—the name of the last of the aboriginal rulers of this tract. He was subdued by Callahum, a son of Kapilendra Deo, of the Royal Family of Orissa.

There are 503 villages in the Parlakimedi estate containing 64,062 acres assessed at Rs. 2,78,720.

The permanent settlement was made in 1801 and the Court of Wards took charge in 1830. A survey on what is called the block system was made from 1861 to 1867. Complaints were however made, and the Court of Wards sanctioned a fresh survey.

The management of the Court of Wards has been a success. Before they took charge, the peshkash was in arrears and the people were unsettled. Now it is one of the finest pieces of cultivated country and the savings of 50 years amount to over twenty-four lakhs of rupees.

Witness No. 32, Boyina Appalaswami, aged 35, residing at Sarvakota, Parlakimedi.

Peshkash Rs. 79,723-11-1.

Rent-roll, Rs. 4,87,793-7-11.

The early condition of the estates as deposed by this witness—

(1) During 1802-1803 the ryots of Parlakimedi estate used to pay the estate a portion of the produce raised. Subsequently Mr. Russel effected settlement and block survey was made. When fixing the assessment, there were no conditions in respect of the second crop.

After the Estates Land Act came into force, the State authorities stated that they would not charge higher rates than the Government rates and for water taken for second crop and that the permission of the estate should be obtained for taking water for the second crop.

In 1926, the ryots took water for ragi crop and the estate authorities filed a criminal complaint. The Magistrate found the case to be of a civil nature and the case at present is pending in the High Court.

Water-rates.—There are two divisions of water-sources. The Raja insists upon collecting water-rates. The ryots require water-supply whenever they want. The Raja is not supplying water since 1898 A.D. The ryots used to supply themselves water through the panchayat. (In 1896 the ryots came to a panchayat agreement themselves about water-supply.)

In 1937, petitions were sent to the Collector and the Board of Revenue. The Collector said that as there is plenty of supply of water, it may be given. The Board of Revenue suggested the formation of ryots' panchayats to look after the water-supply. The estates authorities made no provisions for trough and tanks. No repairs have been done for the last thirty years.

Rent.—(i) The words fair and equitable rate does not admit of true interpretation.

(ii) The rents are higher than the Government area and an interview with the Raja was sought for and refused by him. The adjoining Government land pays only Rs. 6-8-0 per acre but in the estate for the same piece of land the rate is Rs. 9-10-0.

The witness ends his deposition with a prayer that because it is 135 years since the permanent settlement had taken place, he rent-rates should be fixed through the agency of revenue panchayats.

Witness No. 33, Dasapuram Jaggadu, hill agriculturist, residing at Koduvu, Parlakimedi.

The grievances put forward by this witness are (i) as regards the forests, and (ii) as regards vetti labour.

Forests.—In old days there was no reserved forests. The ryots used to do what they pleased with the forests. But now the whole hill range had been included as reserve forests.

Vetti labour.—If the vetti labour is not done, such of those who do not do the vetti will be prohibited from going to the hill. They do services to the Maharaja for which they give 2 pies and one thavva of rice and for vetti work done to the forest authorities, they pay nothing.

Witness No. 41, B. Jeevaratnam, aged 40, of Komanapaki village, Pathaputnam taluk.

Fullerton's
quotation
"The res-
ponsibility
of"

About kist and kist collections.—The kists in Parlakimedi are too much when compared with the Government areas. The joint pattas are giving trouble in the collection of kists. The rent collection must be done by the village panchayats.

On forests.—The forest department came into being only 20 or 25 years before. Prior to this the ryots used to take fuel, wood for agricultural purposes and kampa without paying anything. The forest guards are causing too much trouble.

Miscellaneous.—The second crop accounts are not prepared correctly. The water sources must be repaired properly.

Witness No. 270, P. L. Narasimham, Estate Tahsildar of Parlakimedi.

General.—In 1801 the permanent settlement of this estate was made. Till 1867 a portion was given as rajabhogam and it was 18 putties per garce under first-class irrigation lands. (60 per cent is given away as rajabhogam.) In ordinary wet lands 50 per cent is given; for greengram it is 40 per cent and for sugarcane it is 25 per cent.

Block survey 1861-1867 classified lands into five tarams, both wet and dry lands. In so classifying lands, paddy crop was taken as the guiding factor in the case of wet lands and the ragi crop in the case of dry lands.

In 1880, the manavari rates also were fixed. In 1910, the Government sanctioned the survey of lands but it was stopped (cause: transition period of the estate from the Court of Wards to the zamindar) and this question was taken once again in 1927. The existing rates of rent were taken without any alteration. The nature of the soil, the market produce of the price and several other things were taken into consideration. The Board of Revenue ordered the settlement rates to be applicable to the whole estate. In 9th October 1936 the Board gave its order: "An increase of 6 annas in the rupee in the case of wet and rain-fed lands." The High Court confirmed the order of the Board when some of the tenants appealed against the Board's order. And now leave for appeal to Privy Council is granted.

Present rate—

From Rs. 2-12-0 to Rs. 9-10-0 for irrigated wet lands.

From Rs. 1-6-0 to Rs. 6-3-0 for manavari lands.

From Rs. 2-4-0 to Rs. 11 for dry lands.

There was an enhancement of rent by 6 annas in the rupee.

Sub-tenants.—The tenant takes from the sub-tenant four or five times the assessment amount.

Irrigation facilities.—From 1903 to 1933 a sum of 15 lakhs had been spent by the zamindar on repairs to irrigation sources. From 1933 up to date, a sum of one lakh has been spent.

Village officers.—There is no co-operation of the village officers. They ignore the landholder. A method must be devised to control the officers.

Communal lands.—Communal lands are not granted on pattas. But in a very few cases where the communal lands do not serve the purpose for which they are set apart, the permission of the Collector is taken and the lands are converted into ayan lands and only then pattas are granted.

Forest.—The forest settlement was made in 1909. The rates are laid down in the Forest Manual at pages 380-384. The ryots are allowed to take wood for agricultural implements; fuel, fencing material, etc., under the "token system" in the forest. There are two kinds of tokens—(1) zinc token and (2) brass token. A tenant who pays Rs. 25 rent and above is granted a zinc token by which he can remove one cart-load of agricultural implements. A tenant who pays less than Rs. 25 is allowed to take one kavadi load of wood for agricultural implements.

Bought-in-land.—Lands are bought in towards the realization of the decretal amount but there is no practical possession and the tenant himself is cultivating it and the estate is thus undergoing double loss. The remedies of distraint and land-sale are costly and take much time. An effective provision by way of the Rent Recovery Act is very essential.

Panchayats.—The estate is against panchayats on the forest side.

Rates of rent.—The Tahsildar orally refutes the fact which Mr. Appalaswami said about the Government rate per acre of Rs. 6-8-0 as not true.

The Board charges Rs. 9-10-0 for an acre for the first crop. For the second and third crops water is supplied and charged. The rate varies with the nature of the crop and the nature of the irrigation source.

Sugarcane, paddy, turmeric and betel leaves come under the same order. Sugarcane and plantain require water for longer duration for which usual taram rates are levied plus Rs. 5 or Rs. 4 according to the nature of the irrigation sources.

Arrears of rent and its causes.—Twenty-eight per cent of the demand falls off in arrears. The reason is "want of sufficient power over the village officers and want of powers in the matter of collection." Only distraint and land-sale are available and both powers are not working properly.

Remission of rent.—The estate never granted remission of rent because there is no provision for it in the Estates Land Act.

Assignment of waste land.—The estate does not realize any money by assigning waste land. The estate does not get possession of the land at all, for the ryot would not allow any other to step on the land. This is the case although many thousands of acres of waste lands are cultivated.

Court of Wards.—The estate was managed by the Court of Wards during the following periods:—

(1) 1805-1820.

(2) 1830-1890.

(3) 1905-1913.

Memorandum by Mr. K. Satyanarayana, Secretary, Parlakimedi Taluk Ryots' Association.

ANALYSIS.

Questions I.

According to jaimini the king has no right to the proprietorship of the soil. According to nilakanta, the king has only to take the taxes. The zamindars were never the cultivators or the clearers by themselves. They can never be said to have any proprietorship of the soil. The interest of the landlord in land was only the collection of rent. All other things belonged to the tenants.

There is not the slightest justification for the rents in zamindari areas being higher than those of the neighbouring and similar lands in area owned by the Government directly. Both under the Moghals and the early days of the East India Company, the zamindars were treated as mere farmers of public revenue. The permanent settlement did not give them any new rights. And so it follows that the zamindars are not entitled to collect more rent than the Government.

The terms the permanent settlement made clear that this rate of assessment should not be increased on any account or under any name—Section 7 of Regulation XXX of 1802. Historians have said that even in the time of Akbar, one-sixth was considered as "rajabhogam" when the Mahratta began to collect one-fourth "couth" it was considered inhuman and exorbitant.

It is very significant that at the time of the settlement of the Parlakimedi zamindari in 1860-67, the rates proposed and approved for the zamindari were the same as the rates proposed for Chicacole taluk (ryotwari) and the rates were thought to be permanent and unalterable. The Board of Revenue did not agree to the rates proposed for Chicacole because they were high. Even after the enhancement in 1916 of the rates of rent in Chicacole, the rates are still lower to the rates levied in Parlakimedi.

The zamindars pushed the rents high up against all the principles of the permanent settlement under the threat of evicting the ryots.

Bought-in lands have no market value. The tenant will not allow anybody to step into the land. The defendant tenant will not only not pay the rent but also will not allow the other tenant.

To place a limit upon the demands of the zamindar, that limits were placed upon the enhancement of rent, while no such limit was placed upon the reduction of rents. Sections 39 and 38 of the Act, Board's Proceedings No. 53, dated 2nd December 1864, the Board of Revenue remarked: "the Board maintain that the whole tenor of the Regulation XXX of 1802 is consonant with the expressed intention of the framers of the permanent settlement to put a limit to the demands of the zamindars on the ryots and to preclude the zamindar from arbitrarily determining his demands or modifying them at pleasure except to relate them for a specific purpose" which was equal to his and his successors' advantage and to the benefit of the ryots. Mr. Forbes having understood that the zamindars had forced up their rents highly and that there is a tendency to revolt, section 168 (then clause 137 only) was introduced which enabled the Government to make a settlement of shist when the interests of public peace and order demand such a course.

"Fair and equitable rent"—a definition must be appended. It must mean "The rent or the rate of rent obtaining for similar lands, with similar advantages in the neighbouring or nearest ryotwari area."

In fixing a fair and equitable rent the Government must take note of the following:—

- (i) Not to exceed one-sixth of the net income.
- (ii) Rents should be settled once for all in the zamindari areas.
- (iii) Provincial Governments should have the power to reduce the rents wherever necessary.

The Parlakimedi Estate consists of 526 jirayati villages in addition to inam. The peshkash was fixed on an estimated average income of Rs. 1,20,000, i.e., Rs. 80,000. The present income is Rs. 5 lakhs nearly exclusive of forest and other revenues. The reports of the Court of Wards must be looked into.

Money rents seem to have been introduced during the second period of the Court of Wards. There is evidence to show that as early as in 1865 money rates for acre were known. (Mr. Forbes, Collector of Ganjam, states that at that time rates varying from Rs. 2 to Rs. 5 prevailed.)

Between 1861 and 1868 a definite scheme of fixing rents was evolved. The joint village rent system prevailed and the land was surveyed in blocks. Soils were classified and the rates of rent fixed were approved by the various classes.

The Government taluk of Chicacole was being settled by the Government Party in 1860. The settlement officer proposed Rs. 2 to Rs. 7 which the Board of Revenue turned down as too high. But the same rates were charged for the Parlakimedi Estate with slight alteration in the dry rates.

The rates introduced in 1868 were uniformly paid till to-day. The apple of discord was thrown by section 30 (1) of the Estates Land Act which was passed in the teeth of opposition of every non-official member then in the Council.

The long-established rates were sought to be disturbed then under section 30, clause (1). The ryots lost their cases because they could not form a contract not to enhance the rent.

1. The zamindar found it difficult to institute suits against all the two lakhs of ryots. So in 1925, he applied to the Government to sanction a settlement of rents under Chapter XI. He stated in his application that he was entitled to an enhancement of 2 annas in the rupee.

2. In 1926, following the decision of the Madras High Court in 49, Madras, page 499, he put in another petition to the Government that some mistakes in the old classification should be rectified in a settlement.

3. Before the settlement officer the Raja prayed for a 20 per cent enhancement of rents. The officer held that under Chapter XI he could fix any rent rate which he thinks fair and equitable and gave a 100 per cent enhancement on the ground of increase in prices. On appeal the settlement commissioner held that when a matter for consideration were only such as would arise in as it under Chapter III, the settlement officer is restricted to the limits laid down in that chapter and sanctioned an enhancement of 2 annas in the rupee. The majority of Chapter III do not apply to proceedings under Chapter XI and an enhancement of 37½ per cent. The High Court held that the interpretation of section 168 by the Board was correct.

Fair and equitable rent.—"What is fair rent according to the Collector may not be a fair rent according to the Board of Revenue or any other appellate authority" (Hon'ble

Mr. Krishnaswamy Ayyar said in 1908 in the Assembly page 223, *Fort St. George Gazette*, Part IV, dated 17th March 1908). No two authorities agreed as to what a fair and equitable rent is.

The defect can be rectified by defining that fair and equitable rent is the rent which Government would take for such land and neighbouring land means neighbouring Government land.

The right to reduce rent should be given to the Provincial Government wherever the settlement officer is led away by the zamindars who would be able to command any kind of or any amount of evidence.

Remission of rent in times of total failure of crops must be given to the ryot. An Act which does not provide for such relief is not humane.

Village panchayats.—They must be authorized to prepare the crop estimates, make recommendations as regards remissions in accordance to the extent of loss of crops in different areas. In Parlakimedi zamindars, there was a custom of granting remissions which was stopped after the passing of the Estate Land Act. The collection of rent should be modified and handed over to the village panchayat. The kist months are inconvenient and they must be altered. Village officers must be placed under the control and supervision of the village panchayats. They must be responsible for the collection work. All the forests for agricultural use shall be vested in the village panchayats. The communal lands and the properties also must be under the control of the panchayats.

Distrainments for arrears of rent.—The sale of holding is sufficient. No distraint of movable property including grain be allowed. There are no distrainments in England. Wrongful attachment of non-attachable property must be made criminal. Further there should be no provision for arrest for arrears of revenue.

Village Courts.—There should be village touring land courts. It will be of great help to the ryots. Notices should be served by registered post.

Water facilities.—From the earliest times the ryots had been paying only one assessment even though many crops are raised upon their holdings. In the joint pattas issued in 1867 after the completion of the block survey, no mention was ever made about a second crop water-rate. In 1906 and 1907 even when individual pattas were given no mention of it was made.

For the first time in 1913 a clause was introduced that water-rate would be charged for second crops grown with water taken from the estate sources. Therein it was stated that the estate would charge only Government rates and not over and above those rates.

A clause is introduced in the patta in 1923, to the effect that those who want water for second crop should put in written applications agreeing to the rates fixed by the Diwan and take water after obtaining a written permission. A printed application form was insisted upon in which the schedule of rates, far in excess of the Government demand was introduced.

The estate refuses to supply water to those ryots who did not put in written applications agreeing to the rates fixed by the Diwan. The District Judge in an appeal that came before him about this point said "that the estate cannot refuse water on the ground that the ryots did not agree to pay rents that would be fixed by the Diwan and that if the estate wanted to enforce the condition they should bring a suit under section 55 of the Madras Estate Land Act."

The zamindar has no superior right to the water-sources except the right to control the distribution of water among the various ryots of various villages. This is clear from the judgment of Mr. Happel, District Judge, Ganjam. (Vide paragraph above).

Survey and its cost.—There should be compulsory survey and record of rights maintained by all the estates. The cost of the operations should be borne by the landholders and the Government may contribute a part of the cost. In no case should a ryot be asked to pay.

Illegal demands.—(i) In this estate the landlord is attempting to collect fodder for the cattle maintained by him from the ryots. This started as a request from some officers of the estate for a small contribution of straw for the landlord. Now it has reached absurd lengths. No forest permits would be issued to the ryot who does not supply the straw.

(ii) Ryots and workers are obliged to provide for labour in the cultivation of zamindar's land. The zamindar tries to use all water first on his lands. This privilege must not be given.

Forests.—They were never vested in the zamindars for his purpose. He holds them in trust for the community. During the time of the Court of Wards, in the Parlakimedi Estate, all people irrespective of their being pattadars or not, were freely enjoying the forests. After the passing of the Estates Land Act, the pattadars alone are granted this right. Rule 5 of the rules framed by the Government for the management of the forests in the Parlakimedi estate says that all people who live in villages around any forest (not reserved) have the right of free-grazing of their cattle, free-gathering of fuel, green leaves and the free-collection of timbers required for agricultural and domestic purposes. Reserve forests are interspersed all over the taluk. The people do not know whether they get wood from reserved or unreserved forests. There are no 'Thanas' where they can be checked. The forest guards challenge these people on the road-side; they go round the village, look at some fencing or other and persecute the ryot with the charge that he stole the kempa from the reserve and prosecute him, if no private adjustment can be arrived at.

Forest grievances—

- (1) Depredations of the wild beasts.
- (2) Number of trees prohibited are many (47 in number).
- (3) The corruption of the forest guards.

Seigniorage now in vogue is too high. The rate is 9 pies per one head of dry wood. The rate for one bandy of green wood is Re. 1-4-0. In some cases they charge 5 annas more (4 annas for the contractor and 1 anna for the clerk).

Savaras and their difficulties.—Originally they used to charge a rupee for every Podu they cultivated. They used to enjoy the produce of mango and tamarind, which was situated in the Podu. They have to discharge the following duties, free of wages:—

- (1) Supplying two head-loads of fuel to the neighbouring temple on new moon and full moon day.
- (2) Supplying two head-loads to the palace on festive occasions.
- (3) Constructing pandals and getting materials for the same for the Raja.
- (4) Cutting and carting wood for the estate sale depots.
- (5) Doing free service to the farms besides carrying luggage.

And now the right of collecting mangoes, tamarind, etc., is taken out of the hands of the Savaras and being leased out to the Rellis. So even the little remuneration they got from the produce of these trees is lost.

Because of these restrictions to get fuel, the ryots are compelled to utilize the whole of farm-yard manure as fuel. This is the cause for the deterioration of the soil and the yearly failure of crops. Reserve forests in the midst of inhabited villages must be converted into one of unreserved forests.

Irrigation works.—Irrigation works are not kept in proper condition. Tank-beds and channels have been given away on patta in many cases. Nobody is willing to take the contract under the estate. All these can be averted by the Government taking charge of the whole Irrigation department.

Under tenants.—The whole problem should be tackled separately in a comprehensive bill.

Special land courts—Personnel.—

- (1) Judicial officer.
- (2) Ryots representatives.
- (3) Zamindars representative.

The ryots association must be recognized.

CHEMUDU ESTATE.

Early History.—Originally the zamindar of Chemudu was a fief of the Rajas of Jeypore and came under the sway of Vizianagaram with the rest of the hill zamindari, in the time of Pasupathi Sitaram Raju.

This zamindari was restored back to the representatives of the original owner in 1794 after the battle of Padamnabham. Soma Raju was the representative and he was given the estate on a kowl from the Collector of the northern division, and later the permanent settlement was made with him.

The estate contains 13 jirayati villages and two aghaharams. A peshkash of Rs. 5,000 was proposed by the Collector Mr. Webb at that time.

The estate was mortgaged to Bobbili until July 1866—

	RS.	A.	P.
Present peshkash	3,847	13	8
Total rent-roll	16,784	5	5

The following information culled out of the evidence of the Committee is interesting.

Excluding Anakapalle area, the rates of rent are as follows :—

	RS.	A.	P.
For wet land	10	6	0
Dry rate	3	0	0 to annas 8 and 6.

The rates were not enhanced at one time. As and when the pattas were transferred to other parties the rates were enhanced and the rate of re-enhancement was 3 annas and 6 annas. The rates that are in vogue in Anakapalle are given below :—

No. 1 Khandam—

	RS.	
For wet	20	} I
For dry	8 or 9	

No. 2 Khandam—

For wet	15	} II
For dry	

No. 3 Khandam—

For wet	6 or 5	III
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The expenses of cultivation are said to be as follows :—

	RS.
For a wet acre	20
For seeds Rs. 5 (<i>Ubhaki</i>)	5
For harvest Rs. 5 (sowing)	5
Rs. 20 + Rs. 10	30

Irrigation facilities.—In 1916 irrigation improvements were made by the estate. They were also registers according to the sections 16 and 17 (files the Collector's orders). The District Collector inspected them and approved them also. In the 1923 cyclone the damages were not heavy ; but the floods of 1928 did great damage. The lands yield three crops a year.

Forestry.—The forest is not a big one. There was no objection raised either for grazing purposes or for timber. But the estate collects fees in the forests at the rate of : for head-load 3 pies, for cart-load 8 annas. The estate has an establishment for watching the reserve area.

Witness No. 14: Pentakota Sree Ramulu, aged 40, Mangapaka, Anakapalle taluk, Chemudu Estate.

1. *Objections to house-constructions.*—When houses were constructed on patta lands suits were filed to remove them. In the floods, 400 houses were washed away. If we, the ryots are not given the right to construct houses, how can we get on with the cultivation ? The Collector has ordered that the houses can be built.

Forests.—The collection of fees in the forests began roughly 10 years before. They must be abolished. The villagers must be allowed to take stones free for the construction of their houses.

Village panchayats.—The rent due must be collected by the village panchayats. The tanks also must be under their control. The distribution of water is done through the pattanadar. It must be in the hands of the joint panchayat. It will then be convenient for the village. (Ryots' Memorandum.)

Rent.—In the villages of Pedda Rama Bhadrapuram, the witness had land in his father's name; in his father's name the kist was—

				RS.	A.	P.	
				263	14	7	
Present rate				276	15	0	
Difference within 50 years (Enhancement [†]).				12	0	5	
Patta—33 (Pedda Rama Bhadrapuram)—							
Fasli 1292				202	8	8	
Fasli 1335				219	0	0	
Enhancement				16	7	4	
Paltheru village—							
Patta No. 16—							
Fasli 1300				65	2	8	} (Gradual enhance- ment). Patta transfer so increase
Fasli 1311				69	8	0	
Fasli 1347				73	7	9	
Patta No. 18—							
Fasli 1292				53	1	4	
Fasli 1320				62	14	6	
Enhancement				9	12	2	
Godicherla—							
Patta No. 39—							
Fasli 1296				157	8	5	
Fasli 1311				170	9	9	
Enhancement				13	1	4	
Guntapalli—							
Patta No. 29—							
Fasli 1296				199	8	3	
Fasli 1337				214	8	3	
Enhancement				15	0	0	
Another instance—							
Fasli 1295				132	4	9	
Fasli 1337				159	5	3	
Enhancement				27	0	6	
Mamidivada—							
Fasli 1296				39	0	1	
Fasli 1318				51	0	0	
Enhancement				11	15	11	
Kesavaram—							
Fasli (Year) 1886				1,496	0	6	
Year 1938				2,058	6	6	
Enhancement				562	6	0	
Kangipudi—							
Year 1938				1,800	2	4	
Year 1887				1,544	15	11	
Enhanced rate				255	2	5	

Communal lands.—The communal lands must be under the control of the ryots.

MANDASA ESTATE.

History.—The population of the estate is 33,620 and the approximate area is 132 square miles. The number of villages are 166. The peshkash was originally settled at Rs. 14,035.

The zamindari is mostly in the open country and is separated from Parlakimedi by the Mahendra mountain. The paddy grown in this estate is said to be the best in Ganjam.

It is not known when the Mandasa family first established itself here, but the founder of the family Pachendra Bammana Singh, is said to have been directed in a vision to settle in the Mahendra Maliah of the Kalinga Circar, and the tradition is that he came from Northern India, i.e., the Punjab (vide page 23, Ganjam District Manual).

Sree Ratna Mala Rani died on 18th July 1934, and thenceforward the estate is under the management of the Court of Wards.

The present peshkash is Rs. 12,861-4-11 and its total rent roll is Rs. 2,76,058-8-5. The number of villages is 146, excluding 20 devaswam and inam villages.

Rent.—Rent is collected from the tenants in different ways.

- (1) Cash rents settled by the Government under the Estates Land Act. This prevails in 30 villages.
- (2) Cash rents settled year after year, with reference to the condition of the crop. The whole village is leased out for a lump sum to the villagers who divide the amount among themselves with reference to the extent of land.
- (3) Rents for 25 Savara villages, fixed at favourable rates, in lump sum, for each village because the crops are liable to damage by wild beasts.
- (4) Near the Agency border four villages pay grain rent, fixed by the estate, long ago.
- (5) There are 12 villages in which rents, both in cash and kind are fixed by the estate annually. Only dry lands are leased out for cash rents annually.
- (6) There are seven Savara villages from which no rents are collected by the estate. The Savars do vetti labour at the estate headquarters.

Share of the zamindar.—When rent is paid in kind, the zamindar is entitled to half the gross produce on the land. The yield is estimated in anna-war notation with reference to the extent of the land and half the yield so arrived at is claimed as rajaboghain. The yield per acre is fixed at 40 putties, measuring 1,280 tolas when the land bears a 16-anna crop, and the computation of the Rajabhogain is made on the above principle.

Customary levies.—Prior to fasli 1344, there were four kinds of levies :—

- (1) Holachina, i.e., plough-tax, collected in 18 villages but it is now abolished.
- (2) Khirō Betouo, i.e., servants' wages.
- (3) Khirō Kowdi, i.e., milk coppers.
- (4) Dondai Pollai, i.e., pattanadars' wages.

These customary fees are not collected since the Court of Wards assumed management.

After the Madras Estate Land Act came into force the ryots applied for settlement in cash rents in the year 1912 with the result that they were fixed high, ranging from Rs. 14 to Rs. 28-8-0. When this cash rent was fixed, the price level of the food-grains was very high. The price for one bandy of paddy varied from Rs. 41 to Rs. 73. But in the present condition of the market a bandy fetches Rs. 25 only.

After the settlement of cash rents, the rates have increased by twice or thrice the original amount of rent, fixed village-war. The estate which is under the Court of Wards, is granting remissions. They have written off decree amounts, to the aggregate total of 3 lakhs and still 3 or 4 lakhs of decreed amounts remain.

The continuous failure of crops, the heavy burden of cash rents, the lack of proper irrigation facilities, necessitated the selling away of the "Thalis" of their wives by the ryots, to pay the inequitable and abnormally high rent.

Irrigation sources.—The number of tanks are 111 only and besides there are some river branch channels. The irrigation sources do not seem to have received much attention. The construction of an irrigation project with a reservoir at the top of the hills near "Paligam" would be a great boon to the following estates, viz. :—

- (1) Mandasa Estate.
- (2) Jalandhra Estate.
- (3) Budarsingi Estate.

The ryots submitted petitions to Board of Revenue on 29th June 1937 (Memorandum of G. Krishnamma and others).

Forest grievances.—Prior to 1906 fuel was allowed to be taken free. Then fees were levied from 2 to 4 annas, and they have been raised to Rs. 1-8-0 per bandy. There were no grazing fees for cattle but now a charge is levied. There was no levy on timber brought for agricultural purposes, but now the estate is demanding it.

Waste land.—There is only one block of waste land, measuring 600 acres, called Menbubanjār. The zamindar assigned it after taking Rs. 10 per acre as premium. It was assessed at high rates but on May 1937, it was reduced by the Government.

This is the position of the estate now.

SALUR ESTATE.

Historical survey.—This estate was originally granted to a chief by Visvambara Deo of Jeypore, on whom he conferred the title of mighty lion. Like the rest of the zamindaris it fell into the hands of Vizianagaram.

In 1774, the Vizianagaram Raju confiscated the Salur Estate on the death of its zamindar, Sanyasi Raju imprisoned his three sons in the fort in Gajapati Nagaram, and released him subsequently, in 1793 on a small allowance.

After the Battle of Padmanabham, and the death of the Raja of Vizianagaram the Salur estate was handed over to the eldest son of Sanyasi Rauze, Ramachandra Raja, who died in 1801. His eldest son Sanyasi Raju came with whom the permanent settlement was effected in 1803 (page 307-308, Vizagapatam Manual). He died in 1880 and succeeded by Narayana Ramachandra Raju.

In 1869, he was succeeded by another Narain Raju who was a minor. The Court of Wards managed the estate till 1879. He was weak and the estate was mismanaged by his mother. He died in 1894 of leprosy. His heir Sanyasi Raju was also a minor, and the Court of Wards took over management again. The estate had to pay $7\frac{1}{2}$ lakhs of rupees of debts. (Five and a half lakhs to Bobbili.) To clear off the debts several of the villages were sold to Bobbili in 1879 (ten villages on the whole including Poddapanki) four other big villages were also alienated in 1899 and 1900 and these form separate estates.

In 1906 the estate was given back to the owner on his attaining the age of majority and by this time all but $\frac{1}{4}$ lakh of Rs. of debts had been cleared off.

This estate is included in the schedule of the Madras Impartible Estates Act of 1904.

Number of villages	..	..	..	..	153
Total arable ground	..	..	..	..	10,048 garces.
<i>Uncultivated—</i>					
					GARCES.
High	..	..	..	..	2,198
Low	..	..	..	..	76
				Total ..	2,274
<i>Cultivated—</i>					
High					2,105
Low					5,670
				Total ..	7,775
Remains gross jumma to the					53,243
zamindar.					
Two-thirds of it	..	..	..	..	35,494
Income is	..	..	..	..	Rs. 1,69,653 13 5 and
Peshkash is	..	..	..	..	36,000 0 0

The average incidence of land rent per acre is Rs. 2 for dry and wet acre Rs. 8-7-0, in this zamindari.

No water-rate is charged for the second and the subsequent crops.

The increase in the rent in reference to the private survey and settlement has been with reference to the increase in the area and in no case has the rates been increased—Vide memorandum of village Ramabhadrapuram, where from Rs. 4,000 the rent shot up to Rs. 7,000 after survey.

The chief grievances of the ryots of the Salur estate as adumbrated in their memorandum are :—

(1) Enhancement of rent after the zamindar's private survey, (2) the estate officials are not granting them cowls (lease deeds), (3) the people in the villages doubt the correctness of the measurement made by the zamindar's private survey and (4) last but not least comes the grievances about the forest facilities.

The actual extent of the forests comes roughly to 79 square miles. Grazing fees are levied at the following rates :—

- As. 1-6 per sheep.
- 3 annas per cow and bull.
- 6 annas per buffalo.
- No fee is charged for taking manure leaves.

Customary cesses.—No cesses are levied except under the Local Boards Act and Elementary Education Act. The ryot pays 10½ pias in the rupee on the rental of the jirayati villages.

BUDARSINGI ESTATE.

The Budarsingi is a small zamindari extending along the foot of the Mahendra mountains; its area is 22 square miles roughly and it has a population of 3,244. The country is poor and is covered mainly with bamboo jungles.

The family of the Budarsingi zamindar traces back its descent to 1443. Its founder, Damodara Nissunko is believed to be a Savara chieftain. The information concerning the estate is given below :—

Peshkash, Rs. 448-7-0 and its rent roll, Rs. 24,885-4-7. The number of villages are 25 only.

Sri M. Suryanarayana Patnaik, a ryot-witness, gave evidence before the Committee.

Rents.—The Amani system prevails. The estimates are made 15 days before the time of the harvest. This gives the ryots very great hardship because in the absence of the ryots, monkeys and wild beasts play havoc on their crops. The rents have been enhanced five or six times the original rate. There has been enhancement in kind also, i.e., those paying 3 garces were asked to pay 6 garces and those paying 6 garces are now paying 10 garces.

Irrigation.—There are no proper water facilities. There are small tanks. Officers do not come for want of cars, buses and roads. The Government should repair the irrigation works. An irrigation fund should be started to meet the expenses of the repairs. Two annas in the rupee of the revenue should be collected. It is the duty of the ryots to do kudimaramat and the rest should be done by the zamindar and he is defaulting.

Forest rights.—The ryots used to obtain stones and timber for agricultural purposes free of charge. Now they are levying fees on some villages and on some people. The estate charges fees for podu cultivation on the hills.

Panchayats.—The panchayats must be given the power to sell the land in case of arrears of rent. The communal lands and the porambokes must be under the control of the panchayat or the Government.

The grievances of the Savaras.—The zamindar puts the Savaras to great hardships.

- (1) A levy is made in the name of the 'konda Padri' tamarind, pumpkins, honey, ginger and ghee are being collected. Permits are granted and taxes are being collected on redgram and millet.
- (2) The Savaras prepare bamboo mats, baskets, etc. It is said that the zamindar alone should purchase these. He purchases them for one anna and sells them again to merchants at 6 annas.
- (3) Free and compulsory labour is exacted from the Savaras. They must work free in the lands of the zamindar. If they fail to work, they will be beaten!

KASIMKOTA ESTATE.

	RS. A. P.		
Peshkash	10,408	12	1
Total rent roll	24,630	5	11

Witness 35 : Mr. Malla Jagannatham, aged 40, Somalingapalem village, Kasimkota Estate.

Rent.—The rate charged is Rs. 10 or Rs. 11. There is Government land nearby and the rates are lesser by Rs. 4 per acre. Pattas are filed to show the increment.

Irrigation.—The division of water is under the ryots; but whenever disputes arise the Estate's representatives interfere. The irrigation sources were repaired when the estate was under the Court of Wards in 1900. Till 1928, there were no more repairs to the water-sources. The tank bunds must also be repaired.

Miscellaneous.—In communal lands the ryots must have the rights. They must have free access in forests for grazing the cattle, for taking dry wood. The rights in trees must be with the ryots. The repairs to tanks must be done by the Government through the Public Works Department.

Exhibit 120 patta—

Malupaka—No. 12 Patta—

				RS.	A.	P.
Fasli 1271	*445	2	5
Fasli 1309	*575	11	0

* Difference Rs. 130-8-7.

Fasli 1315	*668	12	0
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* Difference between faslis 1271 and 1315 is Rs. 223-9-7.

Patta No. 19—Malupaka—

Fasli 1308	114	11	4
Fasli 1284	..	..	..	77	11	0
Difference				36	15	8

Patta No. 7—

Fasli 1275	..	..	..	117	8	0
Fasli 1341	..	..	..	152	8	0
Difference				35	0	0

Patta No. 5—

Fasli 1342	..	..	..	269	10	0
Fasli 1269	..	..	..	136	0	8
Difference				133	9	4

Pishinikada—Patta No. 69—

Fasli 1312	..	..	..	4	6	3
Fasli 1314	..	..	..	5	10	3
Excess				1	4	0

Patta No. 39—

Fasli 1291	..	..	..	7	12	0
Fasli 1268	..	..	..	5	8	0
Difference ..				2	4	0

Witness 34, Lanka Sanjeeva Rao, Landlord, Kasimkota Division.

Irrigation Sources.—No repairs to the water-sources. The tanks are silted. From 1923, the tanks are spoilt owing to non-repair.

Rents.—There is difference between the present rates and the paimash rates, e.g., in 1862 A.D. for No. 55 patta the rent was Rs. 23. The present rate is Rs. 33.

The witness said that the Government rates should prevail.

Special courts.—For settling disputes arising in the Estate Land Act there must be special courts. There must be in the nature of summary courts. There should not be stamp duty for ordinary cases covered by this Act.

PATA TEKKALI ESTATE.

Witness 21 and Witness 3, Badi Venkatasa Reddi Nayudu, Ravi Valasa village, Patha Tekkali Estate.

Rent.—The settlement took place in 1929, 1932 and 1933. Prior to the settlement, the prevailing system was the gutta system. There used to be the anchana, ryot war. The anchana was made by the persons sent by the zamindar. The share of the zamindar was in the ratio of 16 : 14 (i.e., if the total is 30 garces, the zamindar's share was 16 garces and the ryot's share was 14 garces).

Peshkash is Rs. 9,621-2-10.

Rent-roll is Rs. 41,238-15-9.

Forest right.—The estate has forests near "Ravi Valasa". In the forests they used to give licence to take dry sticks. They do not give licence for cutting wood for ploughs. The zamindar charges also fees for stones at the rate of 12 annas for big size stones per cart-load.

Irrigation.—The "Padmanabha Sagar" must be repaired.

Witness 4 : Polaki Ramakrishnamma.

Witness 5 : Mr. Egalla Appa Rao, Penturu village, Patha Tekkali Estate.

Irrigation sources.—The Padmanabha Sagar must be repaired. The ryots had been petitioning for its repair for the last 10 years. With no avail 15,000 acres will be irrigated if the tank is repaired. We (ryots) petitioned to the Collector also but he could not do anything.

MEMORANDUM OF THE RYOTS.

Panchayats.—The panchayats must look to the collection of rents. The right of distribution of water must also vest in them. A separate irrigation fund must be started. The zamindari should pay 2 annas in the rupee towards this amount.

Right to catch fish.—The Khandra caste men of Tekkali taluk complain that the zamindar is taxing the fish caught by them heavily. For a long time they enjoyed this right freely. The zamindar should be dissuaded from levying the tax.

THE ZAMINDAR'S MEMORANDA.

Forests.—Grazing areas are free except in reserve hills and forests. Wood and other things are allowed with special permission as also for green manure. The hills and forests entirely belong to the zamindari.

BARUVA ESTATE.

The total number of proprietary estates in the Ganjam (now Vizagapatam) district are 47. These estates originally 30 in number were created by the subdivision of the Haveli or Government lands in 1803 and 1804 and were permanently assessed after the model of the permanent settlement which was introduced in Bengal in 1799. The Government lands at Chicacole, were first subdivided by Mr. Cherry, the then Collector, into 29 estates and were sold subject to a permanent quit-rent to the highest bidder in 1803. In 1804 the Haveli lands of Northern Ganjam were sold by public auction in a similar manner, having been subdivided into ten proprietary estates. Most of the estates were however over-assessed and gradually returned back to the Government.

The Baruva Estate—(Northern division of Ganjam).—The Baruva Estate lies on the sea coast about 30 miles south of Berhampur. It has a population of 9,171 and has recently been subdivided into Baruva and Petta. The estate contains extensive plantations of coconut trees and palmyra, and a good deal of coconut oil is manufactured in the neighbourhood. Baruva is one of the seaports of Ganjam. The yearly quit-rent is Rs. 7,800. The estate lies in the jurisdiction of the Sompet sub-magistrate, which is 4 miles from Baruva.

The total income of the estate, Rs. 22,244-9-5, while its peshkash is Rs. 3,803-11-8. The following evidence is tendered before the Committee:—

Witness No. 8, Teppala Punnayya, President, Baruva Sanga, Baruva.

This witness along with others had petitioned for survey and settlement, because they could not bear the hardship of one-third rates, i.e. (Tribagi rates) (TRIBAGI). Since the settlement was over the assessment was fixed at Rs. 15,369-12-0.

After the survey and settlement, the amount of assessment was enhanced by Rs. 5,000. An appeal was filed to the Board of Revenue. Compromise was effected at Rs. 15,000.

MEMORANDUM.

The grievances of the ryots.—(1) Rent per acre is Rs. 30, while the yield per acre is Rs. 20 alone.

(2) The manager of the estate does not repair the tank branching from the river.

(3) There must be statutory provision for the remission of rent as in ryotwari villages.

(4) Malukdar has encroached on the communal pasture-lands by converting it into a cultivable land; thus destroying the grazing facilities.

(5) The Banjar ryots (waste land) have dug a channel running from the Mahend-rathenaya river to improve the irrigation facilities and the proprietor demanded a royalty in addition to the rent stipulated in the patta. Suits were filed and the decree of the court was against the proprietor levying a royalty. Then the proprietor cut out the channel which the Banjar ryots have dug, at their own expense; thus cultivation is made impossible.

The Maluqdar's evidence or answer to first questionnaire.

He agrees with the views expressed by the landholders' association. He said that the estate had the sole right in water-rights in the estate and that water-supply is regulated by a contract between the tenants and the estate.

Witness No. 7, D. Lakshminarayana, cultivator, Baruvapeta village, residing at Baruva, Sompeta taluk.

The Baruva estate was granted to the "Jarada family" in the year 1848 for 99 years on a long lease. The said family is enjoying the estate with all proprietary rights.

The grievances of the ryots.—(1) The communal lands are also cultivated thereby depriving the grazing facilities of the ryots.

(2) When stones are quarried in the neighbouring hill the estate officials are taking civil and criminal action. The stones are required by the ryots for building purposes.

(3) The commutation rates were too high and they must be reduced. According to the present level of prices, rent should be Re. 1 or Rs. 1-8-0 per acre.

(4) The *katta* for the river Mahendrathanaya was washed away and water facilities have disappeared.

(5) The communal lands were used for purposes of cultivation. The ryots complained against this in 1934. The Government took note of the complaint and they said they will enquire. Previously they used to take Rs. 18-14-0 up to the year 1893. Now they have doubled the rates.

The conditions of under-tenants.—The ryots are having under-tenants. This witness is of the opinion that the ryot and under-tenant should share in equal proportion. The witness is also of the opinion that the zamindar's share should be one-sixth of the net produce.

Tappa Lakshmanayya and Bandalu Lakshminarayana, President and Vice-President of the Zamin Ryots' Association of Baruva and Peta Estates.

1. The Government should investigate into the origin and history of the estates of Sri Kakulam division, especially those created on a long-term lease after the permanent settlement.

2. The income of the estate was Rs. 45,000. The peshkash to the Government given was Rs. 7,800.

3. *Water-sources.*—The canal from the river Mahendrathanaya had been long neglected and crops are failing due to insufficiency of water. The Government should make the necessary repairs and recover the amount from the zamindar.

Communal lands.—The village communal lands must be given away for the use of the village community and the village panchayats must control it.

SIRIPURAM ESTATE.**HISTORICAL INTRODUCTION.**

This is a proprietary estate carved out of the Havelly land and sold by auction in 1802.- It was bought by the Raja of Vizianagaram. After passing through some hands the "*Inuganti family*" purchased it (relations of the Raja of Bobbili) and it became the property of Inuganti Rajagopala Rao. The same gentleman is the proprietor of the three estates of (1) Mantena, (2) Ungarada, (3) Kintali, to which he succeeded as the reversioner, after the death of Sitayamma, wife of Inuganty Rayadappa.

The present holder of the estate is Inuganty Surya Rao.

Estate.	Peshkash.			Income.		
	RS.	A.	P.	RS.	A.	P.
Siripuram	8,343	9	0	22,831	1	9
Ungarada	1,491	11	4	4,895	9	2
Mantina	6,976	14	6	30,777	7	2
Kintali	6,881	8	6	39,909	14	8

RENT.

The majority of the villages are not surveyed and so no reliance can be placed on the Amarkam accounts. The rate of rent varies from Rs. 4 to 12 in the Siripuram Estate for the wet land. For the dry land the rate varies from Rs. 2 to 7 (Venkatarayanigudem).

In Kintali estate the rate for wet land varies from Rs. 20 to 24 under Nagavalli river irrigation. In certain lands which are under tank irrigation, the rates are slightly less.

In Mantina Estate there is one patta of wet land which is charged at Rs. 31-12-0 per acre. In dry land there are two pattas which are charged at Rs. 10-5-0 per acre and Rs. 25 per acre (Mantina village, Mantina Estate).

In Ungarada Estate, the rate for wet land varies from Rs. 4 to 18 except on patta on which Rs. 36 is charged.

No illegal cesses are levied, except the land cess, education cess; and in certain villages the maramat contribution is paid by the ryots. Water rate is charged also for the second crop.

The ryots' grievances as gathered from the Ryots' memorandum—

(1) The District Collector should give due consideration to the representation of the ryots and village panchayats. The collection of rent should be handed over to the panchayats of the villages.

(2) The Provincial Governments should have the power to effect the required repairs in time, in cases where the zamindar fails to do the same.

(3) The rates of Rs. 4 to Rs. 9 is also high.

(4) There must be yearly zamabandi.

(5) Special courts known as "*Itenarant Courts*" holding sittings in villages should be constituted in the interests of the zamindar and the ryot.

(6) No stamp duty should be levied in suits arising under the Estates Land Act—these being treated as petitions.

(7) The instalment months of the rent payment should be changed.

(8) The rate of rent is high—reason—the unit of land (garce) is not 3 acres in extent as it has been stated to be but only 2 acres or 1 acre in some cases, the actual rate per acre comes to Rs. 35, the actual yield per garce being only 15 putties which is less than one garce. Rupees 72 per garce is still forcibly collected while the price of the paddy comes to Rs. 50 only at the time of the harvest.

Witness No. 42, exhibit No. 126, paragraph 34.

It is an important question to find out how the present rentals have come into existence. It is beyond all doubt that, in ancient times, there were no money rentals. It is stated that the land revenue was levied by all Hindu Government in the shape of a proportion of the gross produce fixed according to the different capacities of the soils and the value of products and was usually taken in kind. (Page 52 of the Manual of Information for Madras Presidency.)

The first beginnings of the change from the mere levy of a share of the grain to a regularly assessed land revenue may fairly be traced to the Emperor Akbar's settlement, which began in the Northern India in 1571. The general principles of Akbar's settlement

were the measurement of the land by an imperial standard, the division of soils into three classes and the calculation of the average value of the produce upon an average of the prices of nineteen years. The Government share of the produce was fixed at one-third (page 54, paragraphs 13 and 14). Later on, a succeeding Emperor more grasping, fixed the Government share at one-half of the produce. (Vide page 300, Fort St. George proceedings, 1908.)

At a later date, another great settlement was carried out by the Muhammadan kings of the Deccan; but that was a copy of Akbar's settlement. The measures thus inaugurated might have been introduced by the Muhammadans in those parts of Southern India which came under their rule. These paragraphs show how money rentals were introduced. The classification of the land into dry, garden, and wet which still continues in the proprietary states points to the settlement above. But with the decline of the Moghul Power, it is doubtful that the fixity of assessment thus introduced was not interfered with. In the anarchy that prevailed, greedy and avaricious farmers and collectors of revenue disturbed the system and introduced all sorts of changes. The ancient sharing system with anchana or estimate of crops was re-introduced with other changes.

KOTA URATTA ESTATE.

Early history.—This estate originally belonged to the "Sagi family." The wife of the Raja of Tuni purchased it and sold it to her only daughter who at the time of her death willed it in favour of her husband, Sree Raja Chintalapati Suryanarayana Raju Garu. He died in 1930, leaving a will in favour of his foster son who was a minor then. He died in 1934, in the period of his minority.

Now there are rival claimants to the estate. They are:—

- (i) Chintalapati Ramamurti Garu (minor, represented by his father and guardian).
- (ii) Chintalapati Seinhadri Garu, Chintalapati Narayanamurti Garu.

The memorandum submitted for this estate was prepared by the Receiver of the estate, K. Papa Rao Pantulu Garu. He was appointed on 30th March 1935. This estate is a proprietary estate held under a sanad.

The peshkash is Rs. 14,434-0-9 and the total rent-roll is Rs. 51,022-15-10.

Rates of rent.—Average works up to Rs. 5-15-0 to Rs. 2-6-10 on dry lands. From Rs. 12-4-0 to Rs. 5-10-9 on wet lands.

After the estate came into the hands of a proprietor, there was no attempt to enhance the rates of rent for the past 50 or 60 years.

In 1918, an attempt to survey the Chalaka lands was made (lands on the hill slopes). After survey there was a proposal to levy rent, but the ryots protested.

The Tahsildar of Narasapatnam was put as Commissioner and he proposed the rates to be levied on the lands. They ranged from As. 10 to Rs. 1-2-0 per acre.

Forests.—Tolls are levied on head-loads and cart-loads of fuel. The total forest revenue is Rs. 1,000 per year on the average.

TARLA ESTATE.

THE HISTORY OF THE ZAMINDARI.

The Tarla zamindari is in the subdivision of Ganjam. The number of villages are about 60 covering an area of 52 square miles with a population of 24,118; the Tarla family originally came from Nagpur and entered the services of the King of Orissa. The first zamindar's father is said to have been killed in a battle at Kanchi (Conjeeveram) and upon the return of Purushotham Gajapathi Deo, from his expedition to the South, he made over the Tarla Estate to his son Sadasena Soor, in A.D. 1436. (Vide Ganjam District Manual, page 23.)

The peshkash is Rs. 3,406-10-0 and the total rent-roll is Rs. 1,06,936-9-6.

RENTS.

Between the years 1918-1919, the Zamindar of Tarla, fixed arbitrarily the following rents:—

					RS.
Brahmana Tharla	..	..	..	..	4,500
Bantu Kottur	..	..	..	..	3,800
Lakshmipuram	..	..	..	..	3,600

Due to fall in price of food-grain, many of the ryots have alienated their lands ; some have emigrated to Rangoon.

(2) *Irrigation facilities—*

No permanent and substantial repairs were done to the tanks. The present owner of the estate (Tahra Patta Rani) accepted to repair the water sources of the villages of Addupronu and Chintagaya, provided the ryots were willing to pay an enhanced rent of Rs. 1,400 (original being Rs. 1,200). The ryots paid the amount but the water sources were not repaired.

WEST SHERMAHAMADPURAM ESTATE.

EARLY HISTORY.

The entire estate of Shermahamadpuram originally belonged to a Nawab. The British Government auctioned it for arrears of peshkash and was purchased by the Godey family of Vizagapatam. The last holder Ankitam Venkata Blancoji Rao, sold the Estate in two portions in the year 1930 to his creditors viz., (1) The Perlas of Vizianagram and (2) Akellas of Vizagapatam. The West Shermahamadpuram is under Sree Akella Subbalakshamma Garu, the guardian and mother of two minor children.

The peshkash is Rs. 8,112-0-9 and the income is Rs. 36,311-9-4 (total demand).

The area is 7,445 acres (2,736 wet ; 4,709 dry).

SURVEY AND SETTLEMENT OF RENT.

During 1902—1905 the estate had been surveyed and the rates of rent fixed. The rent rates for dry goes up to Rs. 10. The rates for wet goes up to Rs. 18.

The above rates were fixed according to the yielding capacity of the several classes of land.

Waste land under cultivation since 1908—1,186 acres, roughly.

Irrigation sources.—Forty-six tanks and irrigation channels.

EAST SHERMAHAMADPURAM ESTATE.

EARLY HISTORY.

This estate was purchased for 8 lakhs in August 1930 in favour of the Executrix Sri Perla Annapoornamma Garu.

RATES OF RENT.

Two classifications in dry land from the point of view of rents.

(1) Dry lands yielding ragi, maize, ground-nut, varies from Re. 1 to Rs. 5 per acre.

(2) Dry lands yielding chillies and tobacco, the rents go up to Rs. 10.

Wet lands.—Manavari (rain-fed) wet land Re. 1 to Rs. 5, tank-irrigated Rs. 5 to Rs. 16. The existing rates of rent have been the same since the year 1901.

Peshkash.—Rs. 11,232-9-9. *Rent-roll*—Rs. 48,183-13-3.

Irrigation sources.—There are 92 tanks big and small in all the 13 villages. There are, besides, 2,500 irrigation wells.

Survey.—In 1901, private survey of all the 13 villages was made.

RYOTS' MEMORANDA.

(i) Rate of rent : wet, Rs. 10 and dry, Rs. 10.

(ii) The big tank at Shermahamadpur got breached ten years ago and is not repaired since. Due to lack of repairs to irrigation sources, crops are failing.

Witness No. 75, Evidence of Pydi Varahalu of Fareed Petah.

The tanks have been affected by the cyclone of 1923 and there had been no repairs to it since.

PANDURU MALLAVARAM ESTATE.

Early history.—The Panduru Mallavaram Estate was carved out in 1875 out of the Kota Uratla Estate which previous to the permanent settlement formed part of the Kasimkota Havelli. Rao Bahadur C. V. S. Narasimharaju Garu acquired this estate after 1915 by purchase and exchange.

				RS.	A.	P.
Peshkash	..	..	..	791	4	8
Rent-roll	..	..	..	4,303	10	10

Rent.—The average dry rate per acre is Rs. 3-9-0. The maximum rate charged is Rs. 5.

In fasli 1321 the minimum rate charged per acre was As. 10-6.

Cesses paid by the ryots.—(1) The ryots pay "Pasuvala Pulladu" at the rate of 4 annas per head of cattle. This levy was made even in 1890 when the estate was under the Court of Wards.

(2) The ryots who cultivate sugarcane give one atchu (100 lb.) or $\frac{1}{2}$ atchu (50 lb.) of jaggery to the proprietor, according to the area under cultivation.

Waste land assigned for cultivation.—Since 1908, 75 acres 36 cents were assigned for cultivation.

Survey.—Private survey was made of only cultivated lands.

Forests.—There is a small shrub jungle. Fees are levied on firewood and charcoal, grazing fees are charged on cattle, goat and sheep.

SIDDESWARAM ESTATE.

Early history.—This estate consists of one village and three hamlets. This is a sub-divided estate from the original estate of Chipurupalle. This estate was purchased on 10th April 1865 by Yarramilli Mallikarjunudu from Vasanta Rao Achuta Narasinga Rao. The estate fell into the hands of Doctor C. Mallick (Chatrai, Mallikarjuna Rao) by the will of Y. Mallikarjuna Rao in 7th January 1880.

				RS.	A.	P.
Peshkash	..	..	..	73	10	0
Rent-roll	..	..	..	1,444	1	4

Rent.—

Dry—Varies from Rs. 3-12-0 to Rs. 5-13-0.

Wet—Varies from Rs. 6-6-0 to Rs. 6-12-0.

The soil is sandy being coastal. The total demand on the estate is only Rs. 1,383-0-2.

PACHIPENTA ZAMINDARI.**ORDINARY KHANDAM.**

Introduction.—This was sold by the Rani Saheb of Kottam to the father of the present holder B. S. Mahadeva Sastry.

				RS.	A.	P.
Peshkash	..	..	..	250	11	1
Rent-roll	..	..	..	8,859	13	5

Rent.—For part of land.

Dry—Re. 1 to Rs. 3.

Wet—Rs. 5 to Rs. 10.

The existing rates are prior to 1908.

Irrigation.—Six tanks in jirayati villages and eleven tanks in mokhasa villages and one channel in the jirayati field. The tanks are in good condition.

Forests.—The forest is not thick and the area is about 5,000 acres and the whole is unreserved. There is fee charged for fuel, timber taken, tamarind and soap-nuts.

The tenants of the estate are shown slight concession in forest produce taken for domestic and agricultural purposes.

JAYAKUMARIKA ESTATE.

Memorandum of the ryots.—This estate is in Parvatipuram taluk, Vizagapatam district. This estate was a mokhasa village, now converted into a Zamindari estate. The grievances of the ryots of this estate are :—

- (1) the water-sources are not repaired ;
- (2) the zamindar is attaching both movable and immovable property for the recovery of arrears of rent ;
- (3) the rent-rates are very heavy and they should be brought on a level with the rates found in the neighbouring villages.

THE GANGAPUR ESTATE ALSO KNOWN AS THE LAKSHMIPURAM ESTATE.

Introduction.—The Lakshmipuram estate has been formed out of the Kuppili estate. The Kuppili estate was partitioned in 1923. The Lakshmipuram estate which consists of twenty villages was separately registered in the Collector's office.

				RS.	A.	P.
Peshkash	..	..	..	3,494	3	8
Rent-roll	..	..	..	13,745	12	7

Rates of rent.—

Wet land is divided into three classes—

- (i) First class wet lands yielding paddy and sugar-cane Rs. 10 to Rs. 12 per acre.
- (ii) Second class Rs. 6 to Rs. 8 per acre.
- (iii) Rain-fed wet lands Rs. 3 to Rs. 6.

Dry lands.—

First class producing ragi and gingelly, etc., Rs. 3 to Rs. 6.
Garden and pasture lands, As. 12 to Rs. 2.

Agraharam and inam lands—

Dry—Re. 1 to Rs. 3.
Wet—Rs. 4 to Rs. 8.

Irrigation.—There are 38 tanks and the estate is maintaining them all. They are in good condition. No tank-beds have been assigned for cultivation.

Survey.—There had been a private survey in all the twenty villages of the estate

SANTA LAKSHMIPURAM ESTATE.

				RS.	A.	P.
Peshkash	..	..	..	1,191	1	1
Rent roll	..	..	..	12,840	7	4

Points.—

- (1) Rate of rent should be similar to that of the ryotwari villages.
- (2) The power of distraint should be withdrawn from the zamindar and vested in the Revenue department.
- (3) The zamindar should bear the entire cost of survey.
- (4) The right over trees in porambokes should be vested in the panchayats.
- (5) The right to repair tanks should be vested with the Government, Public Works Department.
- (6) Land courts should be started to try cases arising out of the Estates-Land Act and stamp duties under this Act must be reduced.

Prior to 1908, the zamindar was exacting heavy rents in kind. The ryots filed a commutation suit and it was decided that they should pay a cash rent ranging from Rs. 25 to Rs. 36. This rent was too heavy and the ryots fell in arrears for which their holdings were sold away and thus many of the ryots were deprived of their lands. The ryots request the Government to make the zamindars follow the Government rates of rent only ; further he should be made to return back all the lands purchased by him belonging to the ryots, in lieu of arrears of rent.

RAVADA ESTATE.

				RS.	A.	P.
Peshcash	..	..	..	3,751	10	2
Rent roll	..	..	..	6,899	2	2

The grievances of the ryots in this estate are :—

- (1) The tanks of the village are badly in need of repairs.
- (2) Even when there is total failure of crops full rents are collected.
- (3) The lands must be surveyed and a fair rent fixed as found in the adjoining villages.

Witness No. 69, Vemraju Rama Rao, Ravada Estate, Anakapalle taluk

Exhibits filed—Petitions to the Receiver and the Sub-Collector about the suit in the tanks.

TILARU ESTATE.

				RS.	A.	P.
Peshkash	..	..	..	3,556	3	2
Rent roll	..	..	..	31,544	14	11

The following are the grievances mentioned by the ryots :—

Witness No. 70, Mantri Dalem Nayudu, aged 36, Tilaru estate.

Rent rates—Patta No. 74—The kist has increased since 1905. This witness has filed what he has to say in the shape of exhibits.

For every three yards square, rent of As. 8 will be charged on cattle-shed on agricultural lands.

GOPALAPURAM ESTATE.

History of the estate.—This estate was sold for arrears of peshkash and was purchased by Addamanugula Venku Bamamma Garu and she subsequently endowed it to Sree Kodanda Ramaswami.

The following are the ryots' grievances :—

Water facilities.—Not satisfactory. Continuously for the last five years, there are no crops in wet lands.

Rents.—Rents are levied according to the rates that were existing before. There is no survey made as yet.

				RS.	A.	P.
Peshkash	..	..	..	3,527	11	0
Total rent	..	..	..	11,457	10	0

This estate is in the hands of a trustee.

Number of villages.—103—

Total arable ground	..	..	11,057 Garces.
			1,103 Low ground
			2,712 High „
Uncultivated	..	..	3,815 Garces
			1,763 Low ground
			5,661 High „
Cultivated	..		7,424

Remains gross Jummah to the Zamindaries—Rs. 60,863

Two-thirds of it—Rs. 40,574

MADGOLE ESTATE.

The Madgole Zamindari classed among the hill Zamindaries, and it exhibits a soil and situation for agriculture, perhaps not to be surpassed in any part of the division of Vizagapatam. This Zamindari is one of the most valuable landed estates in the Circars.

Among the many usurpations of the *Poosapaty Family*, Madgole formed the principal object of their avarice and ambition. With the aid of the company's troops, he invaded the low lands of this zamindari, under the plea of enforcing his just claims to tribute and allegiance. But the unhealthiness of the climate very successfully counteracted the superiority of the military talents and discipline and Vizarama Raju found this Zamindari not an advantageous acquisition.

After the death of Vizarama Raju, the company restored this zamindari to Jagannath Bhoopathy, to which he succeeded as representing his uncle Lingiah Bhoopathy who died without legitimate issue.

When Jagannath Bhoopathy returned to Madgole, from his exile in Jeypore country, the country was greatly depopulated and showed no signs of wealth. So loans became necessary for carrying on the cultivation as well as paying the early demands of the Government.

	RS.	A.	P.
Peshkash for Madgole ..	28,784	0	0
Rent roll	2,25,794	0	0

Witness No. 36, Pangi Ramanna, residing at Elagoda mutta, Dharalapalli village, Madgole estate.

This zamindar is in Jeypore estate. There is compulsory labour and the Muttadar extracts it.

Witness No. 37, Mande Garuvulu, Darelu village.

This witness also complains of *vetti* labour. Further he adds that the servants of muttadar take illegal exactions, viz., demand for a hen and Rs. 2.

Witness No. 38, Somareddi Lachmudu, also complains of *vetti* labour.

Witness No. 39, also complains of *vetti* labour.

Witness No. 51, Karri Kamayya, Garudapalli village, Sankaramutta : "They compel us to render service in constructing roads too without coolie. From the time of sowing the seed up to the harvest we do service to Muttadar without any payment."

Exhibit 136, when money is paid towards kist fully, receipt is given for a lesser sum only.

Witness No. 52, this witness, Garty Kistam Padamachi, said that they want land in the hills for podu cultivation. That will satisfy them.

Witness No. 53, Gopal Bhoopathy Dev Varma, mokhasadar and president of the Ryots' Association, Madgole.

The Madgole zamindari is merged with the Jeypore estate for the last five or six years. The estate of Madgole is under survey number ; the estate is surveyed by the Government at the instance of the estate people.

The irrigation sources like tanks, etc., are dependant on seasonal rains ; yet arrangements are being made to increase the rents. There are no repairs to the tanks and the present kist itself is too much. The present kist is :—

Wet rates for an acre—

RS.	A.	P.
7	8	0
12	0	0
20	0	0

Dry rates—

2	0	0
4	0	0

Forests and grievances pertaining to them.—Before 1925, the villagers used to give Rs. 10 or Rs. 12 in a lump and used to get all the necessary timber for agricultural purposes, but now it has changed. These are charging Rs. 1-4-0 up to Rs. 1-12-0 for a cart-load.

Before they used to charge a pie (Re. 0-0-1) for tamarind and now the rates have changed and 0-1-0 one anna is levied for maund.

There was no grazing fee before but now it is levied at the rate of As. 4 for cows and As. 1-6 for sheep.

Monopoly system of adda leaves.—The *adda* leaves were allowed to be taken away free. At present they are given on monopoly system. All the *adda* leaves collected should be sold to the *monopolist*.

Podu cultivation in the forests—

- (1) Each family gave As. 8 per land brought under cultivation irrespective of the yield.
- (2) After five or ten years when *podu* land became less fertile, they changed for another bit of area.
- (3) *Podu* land will not exceed ten acres at the most.
- (4) *Podu* cultivation in forest reserves is not allowed.

Irrigation sources.—The channels are not repaired. Only once in ten years, the tanks in a village will be repaired and it will take another ten years for the same village to get its next turn for the repair.

Inam lands.—The estate people wanted to convert the *inam* lands into *jirayati* land. Suits were instituted for this purpose by the estate people and the High Court decided on appeal that the *inam* lands cannot be brought under the category of *jirayati* lands.

Manager, Madgole Estate.

Irrigation sources.—There is a river channel and 279 tanks in the estates. About ten of them are in disrepair. The engineering staff consisting of an overseer, *maistri* and a peon look after the tanks. The amount spent on irrigation works comes roughly to 11 per cent of the den and on wet lands.

The estate is under survey and the preparation of the record of rights is under preparation. The cost of the survey is borne by the *ryots* and the *zamindar*, according to the Estates Land Act.

The share of the *zamindar* in the produce had been put between two-thirds and half the produce.

Relationship between the ryots and the zamindar.—The rent is collected from the *ryots* by the *muttadars*. The relationship between the *muttadar* and *zamindar* is such that the *zamindar* cannot deal with them independently to take action.

There is fixity of rent and fixity of tenure. If the *ryots* complain about the increase in rent, it will be enquired into.

The *Mittadar* collects the rent from the agency tracts (Rs. 5,071). The *Mittadar* must pay the amount fixed in the *Sanad*, he is bound to improve the Agency extending the cultivation. The *zamindar* has the right to levy the rent, but it does not necessarily mean that the *zamindar* should increase the rate of rent.

In 1915, when the estate was under the Court of Wards Management, the *Mittadar* system was introduced.

The monopoly system.—In the following cases the monopoly system is in vogue :—

- (1) *Adda* leaves in the whole district.
- (2) Timber passing through the *ijenabandu* forest gate.
- (3) *Scigniorage* on the minor forest produce.

The monopoly is not acting prejudicially to *Hillmen* because they can remove all forest produce free of Royalty for their domestic and agricultural purposes except trees whose girth is above two feet.

The Raja is the owner of all the hills and forests.

The monopoly system is not working against the interest of the hillmen. Where there are complaints as to the prices of products sold to the monopolist, the chief officer uses his discretion in looking after such complaints.

The monopoly system has benefited the hillmen because it has become a source of income to them and each man made a decent amount of money.

Hillmen and podu cultivation.—Podu is a certain portion of the forest reserved by turns and dry crops are raised in it. The hillmen do not go for flat lands at all. They prefer the slopes of hills where river streams gush through. The forest destruction was rampant. The timber produce dwindled.

The podu cultivation does not restrain trade but stimulates it because of the No. 1 removals. It provides labour for 50,000 men at the rate of six annas per day.

The estate collects royalty as stated in the forest rules.

Exhibit No. 28—Evils of podu cultivation.—By Harris, Agent to the Governor, June 1913.

Direct causes—

- (1) The springs below are dried up by this podu cultivation.
- (2) The soil on the podu land is washed away.
- (3) Valuable timber is lost for the sake of less valuable crop of grain.

Indirect causes—

- (1) It causes heavy floods below the rivers.
- (2) The hot weather supply of water to those rivers diminishes and thus reduces water for second-crop cultivation.
- (3) It brings down heavy silt into the tanks and makes them useless.

KURUPAM ESTATE.

Number of villages	66
Total arable ground	4,600 garces.
Uncultivated	906
	2,727 L
	968 H
Total cultivated	3,695 garces.
	Rs.
Remains Gross Jummah to Zamindaris	25,210
Two-thirds of it is	16,806

Early History.—Tradition has it that the estate was originally given on the usual feudal tenure by Raja Visvambara Deo I of Jeypore (1672–76) to an Oriya named Sanyasi Dora, with the title “Vairicherla” (Spear against the enemy) which is still borne by its owners.

In 1775, when the lesser zamindars rose in revolt against Sitaram Raju, brother and Dewan of the Raja of Vizianagaram, the head of the Kurupam family, Sivaram Razu, attacked the rear-guard of Captain Mathews and Sitaram Razu’s forces, as they were marching to reduce Jeypore and to cut off its supplies. In the next year, Sitarama proceeded to Kurupam and treacherously seized Sivaram and all his family at an entertainment at which he was a guest. He was confined at Gajpatinagaram and later on released on the intervention of Viziarama Razu. In 1778, Sivaram Razu bribed the Subedar stationed at Kurupam and entered it. In 1779, the forces of the company and Vizianagaram Razu marched against and retook Kurupam. Sivarama Razu died in 1794.

After the battle of Padmanabham in which the Raja of Vizianagaram was killed, the lesser zamindars rose in revolt against the company and the Kurupam fort was occupied by Venkata Raju, Zamindar of Marangi. He defied the company. Captain Cox marched against the place and the fort was occupied in April 1795 and destroyed.

Captain Cox was pleased with the help rendered by Sanyasi Razu, the young son of Sivarama Razu on this occasion. Mr. Webb reported that his family "by their influence over the inhabitants helped greatly to accelerate in bringing the country under obedience." The estate was accordingly handed over to Sanyasi Razu. In 1803, the permanent settlement was concluded with Sanyasi Raju.

The following is the chronological list of events :—

1820—Death of Sanyasi Razu and succession by Sita Rama Razu.

1830—Death of Sitarama Razu and succession by Subhadramma.

1841—Death of Subhadramma and succession by Suryanarayana Razu, an infant.

1841–57—Under the Court of Wards management.

1891—Death of Suryanarayana Razu and succession by Virabhadra Razu.

Suryanarayana Razu was a careful administrator and doubled the income of his property. He purchased the small estate of Chemudu, a fief of Jeypore which was seized by Vizianagaram, and was later restored to its ancient owners in 1794. This estate was purchased in 1889.

Virabhadra Razu, when he succeeded his father, was aged only 13 years and so the estate was managed by the Court of Wards till 1898. In 1906, he was granted the personal title of Raja.

This estate is now scheduled as an impartible estate and is also inalienable.

The peshkash according to the sanad was Rs. 14,500 (4,142.36 Pagodas).

At present it is Rs. 14,145-12-11.

Total rent roll amounts to Rs. 1,28,912-1-3.

The course of the enhancement of rent can be gleaned from the following facts tendered in the evidence of witness No. 61.

The joint patta No. 17 of Palem.—The original assessment was Rs. 90 ; in fasli 1313, it was raised to Rs. 182. In fasli 1329, there was increment of As. 2 in the rupee and it was raised to Rs. 242.

Joint patta of Ichada.—The cist in fasli 1312 was Rs. 59. It was divided into pattas 4 and 5 and the assessment was increased to Rs. 92-5-11.

Between the faslis 1312 and 1315, in anticipation of the introduction of the Estates Land Act, the zamindar raised the rents highly, by influencing the village karnams and the leading ryots of the village, by bringing into auction, the lands of the poor defaulting ryots.

In the year 1929, the zamindar made a further enhancement of As. 2 in the rupee (vide Exhibit 142-A).

The evil effects of the high kists.—(1) The net gain on the crop raised on the land being insufficient, arrears of rent are accumulating every year. If this state of affairs continue, the ryots will abandon the villages and leave the lands uncultivated. The present total of arrears exceeds Rs. 6,000 or more and it should be written off.

The rate of wet land per acre is between Rs. 25 and Rs. 30 and land are not capable of producing more than one crop. The rate must be fixed with due regard to the yield it gives.

Irrigation sources.—There are 526 irrigation sources, tanks and *geddas* maintained by the estate. The tanks are neglected. The feeder channels are very shallow. The channel that supplied water to Ichada was damaged in 1923 A.D. by the cyclone and the estate has not repaired it.

Waste lands.—Between fasli 1336 and fasli 1346, the extent of waste land was 1,382 acres.

Forests.—The total area of the forest is 300 square miles. The area of the reserved forest is 16,414 acres. Seigniorage fees is charged for forest produce. Minor forest produce like tanarind, myrabolam and adda leaves are leased on contract.

Grain rents.—The rent is paid in grain at the rate of seven to ten putties per acre of wet lands. In Siceharipuram there are a few holdings which give half their total yield towards the share of estate. Siceharipuram was purchased in O.S. No. 360 of 1897 in the District Munsif's Court, Rajam.

CHIKATI ESTATE.

Historical account of the Chikati estate.—This estate has a population of 40,991, with an approximate area of 109 square miles. It is in general open and well cultivated. It is watered by the Bahuda river.

The number of villages are 129, and the country is divided into six muttas :—

(1) Krishnapuram mutta containing	..	..	15 villages.
(2) Bodo Polonka mutta containing	..	..	20 villages.
(3) Jayantipuram mutta containing	..	..	21 villages.
(4) Kotilingi mutta containing	..	..	11 villages.
(5) Patrapuram mutta containing	19 villages.
(6) Tlatampara mutta containing	43 villages.

Total	..	129
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A King of Cuttack is said to have granted this zamindari to one Kasano, a Sirdar, who conquered the country from the aboriginal wild tribes and built a fort in 881 A.D. (vide Ganjam Manual, page 21).

	RS.	A.	P.
The present peshkash	33,143	6	4
The present total rent-roll	3,40,187	4	8

The following information as regards the estate was given in the oral evidence of witness No. 1 :—

This estate has been given in the past on Mustazari for the total sum of Rs. 1,200. Each village contributed a fixed share to the total amount. The patta for all the villages (25 in number) was joint. Now they granted individual pattas, otherwise known as survey pattas.

After the granting of the survey patta the rent has been enhanced. It has now come to Rs. 2,300. The reasons adduced for increasing the amount were—

- (1) The increase in the extent of the lands noticed in the survey.
- (2) The number of trees.
- (3) The change effected in the land, i.e., a particular sum being fixed as rent for a particular land. Further there is increase in the rent per acre. The rent was increased by Re. 1 or Rs. 1-8-0 or even Rs. 2.

The zamindars used to do repairs to the tanks. The tanks in the village of the witness are not repaired. Suits have been filed against the zamindar for the execution of the repairs to the tanks.

The chief complaint against the zamindar is : " He would not do repairs to tanks properly and he has increased assessments."

On darmilla inams rent has been increased cent per cent.

On dry land ragi and vegetables are grown.

The difference between the Government assessment and the Zamindar's assessment is 50 per cent.

URLAM ESTATE.

Historical survey of Urlam estate.—The original sanad holder of Urlam estate is Kannepale Venkata Kurmanada Sarvatomukha Somayajulu Garu. It was sold in public auction for arrears of public dues and was purchased by Budhiraju Basavaraju Garu. After his death, the estate passed into the hands of Mahalakshamma Garu, wife of Basava Raju Garu, and then passed to her daughter Viyaammah Garu. After her, the estate passed into the hands of Kandukuri Basava Raju Garu, grandson of Budhiraju Basavaraju Garu in the year 1855.

Next Kandukuri Viswanath Rao being a minor, the Court of Wards assumed management. The ward died in his minority, after which, the wife of the minor ward, namely, Mahalakshamma Garu managed the estate.

Next Kandukuri Sanyasi Rao, the father of the present holder of the estate, got this estate by reversion but he died earlier than Mahalakshamma.

In the year 1912, the present holder of the estate and Kandukuri Lakshmi Prasada Rao Garu got it partitioned through the Collector of the district.

	RS.	A.	P.
Present peshkash	6,423	11	7
Total rent-roll comes to	33,062	0	11

The witnesses state that the tanks were not repaired for the last twenty-five years. The zamindar has given notice that it is not necessary on his (zamindar's) part to repair them.

Commutation of rent.—In 1910, suits were filed by the ryots for commutation of grain rents into money rents. This was done after the passing of the Act I of 1908.

Grazing fees.—On the waste lands of 120 acres area, the cattle used to have free grazing. But they are levying fees now.

The estate is called Devidi and Mobogam estates. It comprises of 4 jirayati villages.

The soil is fertile; the Mobogam channel is considered to be a first-class source of irrigation.

The answers furnished by the zamindar to the second questionnaire are noted below :—

Rates of rent—

RS. A. P.

70 8 0 per garce of wet land.

4 8 0 per garce of dry land.

In the inam villages which are four in number, the rates are :—

13 to 15 putties of paddy for wet land.

Rs. 13 to Rs. 14 in the case of dry land.

Local board cesses.—Once in three years, one and half of the local board cesses due will be demanded by the estate from the ryots.

Commutation of rent.—In the year 1910, the ryots filed before the Special Deputy Collector of Chicacole, commutation of rent suits. The Court tried the issue whether commutation should be allowed, and if so at what rate and from what fasli?

At the time of the permanent settlement and for some time subsequently, the rents were taken by the landholder by the division of the produce according to an established waram rate.

In Urlam village the landholder's share was 16/30.

In Kobagam village the landholder's share was 15/30.

In Chodavaram village the landholder's share was 15/30.

And in the remaining four villages the landholder's share was 18/30.

The produce on which the rent was levied was not confined to wet paddy alone as at present but to all crops raised on the land including the dry crops.

But after twenty-five or thirty years, this was supplanted by the system of fixed grain rents of paddy alone.

The estate was using a measure which was one-twelfth greater than the present measure of a garce (1,800 seers of 80 tolas each).

The total demand on the whole estate at important epochs of the history of the estate is—

- (1) *Permanent settlement time.*—703-2/3 garces of paddy and 5-23/30 garces of dry crops.
- (2) *In the days of Viyamma Garu*—1835-45 *roughly.*—When fixed grain rents were introduced, it was 938-2/3 garces of paddy.
- (3) *During the Court of Wards time.*—950 garces of paddy.
- (4) *The present (1912) demand.*—981 garces of paddy.

The ryots' grievances as given in the judgment of the special Deputy Collector are—

(1) The existence of numerous mamools, e.g., the measurer's fees, mamool for the man spreading the grain on the floor and *Salugas*, i.e., quantities of grain to indicate the measure of grain.

(2) The use of larger and unauthorized measures (*Mobogam Kuncham*).

(3) Delay in the granting of receipts for the amount paid.

Remedies suggested by the zamindar for harmony between the tenants and the zamindar.

I. The peshkash is arranged to be paid in five instalments in the months of October, December, January, March and April. The months of October and December are not desirable because the ryots find it difficult to pay their rents in those periods as they are in the mid-harvest season. So the Government should cancel the October and December periods and shift the same from January onwards to June. This will help all parties concerned.

II. If the ryot will pay whatever produce he got ready at hand instead of the landholder insisting upon money payment alone, there will be no reason for the ryot or landholder to experience any difficulty whatsoever. This system of collecting rent is the happiest.

III. *Survey.*—The local Government must issue orders for compulsory survey. By the survey, each ryot's extent in a joint patta is known and when the patta is separated each ryot will realize his responsibility. Further if the survey is done, it will prevent encroachments. By the survey the landholder and the ryot will know each other's position better. The proportion of the cost of survey should be borne by the zamindar and the ryot in equal proportion.

ELLAMANCHILI ESTATE.

- (1) Ryots' memorandum.
- (2) Peshkash and rent-roll.

Ellamanchili estate of Pallalagam firka, Srikakulam taluk, Vizagapatam district.

						RS.	A.	P.
Peshkash	..	..	-	..	--	605	12	0
Rent-roll	..	..	..	..	..	6,150	11	0

Ryots memoranda—

By Kalli Chinnababu.

- (1) The dry rates of Rs. 1-12-0 has been augmented to Rs. 10.
- (2) The five tanks and other sources of irrigation are in a state of disrepair for the past seven years.
- (3) The zamindar is harassing them with legal actions.

Kalli Bayanna of Chicacole taluk.

- (1) The dry rates from Rs. 2 had been augmented in 1928 to Rs. 10; the ryots appealed against this order of the Sub-Collector and it is pending.
- (2) The tanks badly need repairs.
- (3) The Government rates for both wet and dry lands should be adopted.
- (4) The estimates to repairs to tanks should pass through the Public Works Department and the hereditary rights of the village officers should be maintained.

Starting with the estate of Vizianagram, we have set out the evidence on both sides for each estate with special reference to the written memoranda filed by both parties whenever they were so filed. The grievances of the ryots are generally the same with regard to rates of rent, sources of irrigation forests, grazing facilities and all other topics.

Having considered all the oral and documentary evidence on both sides and also the law as laid down in the enactments and by courts on the subject; we have arrived at general conclusions, all of which have been embodied in Part I, Chapters I to XII.

It is unnecessary to take every point stated by every witness and every document filed and make any attempt to comment upon details that have been recorded in this enquiry. All the depositions of the witnesses, the written memoranda and the written answers given for the second questionnaire and all other connected matters have been printed and included in the appendices which form part of this report. Therefore, all the conclusions referred to in Part I under different chapters must be read as conclusions arrived at, at the end of this chapter based upon the evidence set out above with regard to each one of the estates.

CHAPTER II

RAJAHMUNDRY CENTRE.

1 Pithapur.	11 Lakkavaram.	21 Mylavaram.
2 Veeravaram.	12 Yerrampeta.	22 Gannavaram.
3 Vangalapudi.	13 Tyajampudi.	23 Musanur.
4 Gangole.	14 Yellamanchili.	24 Kruttivenu.
5 Jaggampeta.	15 Kalavalapalli.	25 Kowthavaram.
6 Gollaprolu.	16 Yernagudam.	26 Chowdavaram.
7 Vegayampeta.	17 Challepalli.	27 Katravalapalli.
8 Kesanakurru.	18 Talaprolu.	28 Munagala.
9 Kapileswarapuram.	19 Chintalapaduventu.	29 Gampalagudem.
10 Nugur.	20 Gollapalli.	

Introduction.—In the Rajahmundry centre, estates belonging to various districts tendered evidence before the Parliamentary Enquiry Committee. The districts that were represented were East Godavari, West Godavari and Kistna.

Ref.—
Statistical
Atlas of the
Madras
Presidency—
Pages 127
149.

EAST GODAVARI DISTRICT.

The present East Godavari district consists of thirteen taluks of which five are in the agency. The southern part of the district is flat, irrigated by the innumerable channels and canals branching from the Godavari river. There have been territorial changes in the district in the early part of the decade. The new charge, called the "Agency Division" was abolished with effect from 16th October 1923. So the agency taluks of Badrachalam, Nugur, Polavaram, Chodavaram, and Yellavaram were therefore transferred to this district. The present East Godavari district is divisible into three distinct zones, viz., (1) delta, (2) upland and (3) agency. The deltaic portion consists of the Amalapuram and Razole taluks and portions of the Cocanada, Ramachandrapuram and Rajahmundry taluks. The upland portion comprises the taluks of Tuni, Pithapuram, Peddapuram and portions of the Rajahmundry, Cocanada and Ramachandrapuram taluks. The agency portion comprises the Chodavaram, Polavaram, Yellavaram, Bhadrachalam and Nugur taluks. The rainfall in this district is copious and during the latter part of the year, cyclonic storms sometimes occur.

According to the list of zamindars, the East Godavari district consists of 74 estates paying a total peshkash of Rs. 5,39,150 roughly. The total rent-roll for the district comes to Rs. 23,04,590 roughly. Of the 74 estates, the following estates were represented before the Estates Land Enquiry Committee. Below is given the list of the names of estates, their total rent-roll and the peshkash payable by them to the Government.

Name of the estate.	Peshkash.			Total rent-roll.		
	RS.	A.	P.	RS.	A.	P.
Pithapuram	2,31,810	2	4	8,02,721	11	6
Veeravaram A.	330	3	9	3,639	8	6
Vangalapudi	3,788	11	0	3,894	9	0
Gangole	1,239	12	10	31,132	8	2
Gopalapuram	18,192	0	5	93,090	14	5
Jaggampeta	22,234	12	2	1,03,698	7	6
Gollaprolu	11,236	10	4	58,634	15	3
Vegayampeta	8,053	7	0	41,059	4	8
Kesanakurru	11,311	4	5	34,640	14	5
Kapileswarapuram	8,525	6	9	75,335	13	10
Nugur	7,073	1	2	13,000	0	0
Total	3 23,795	8	2	12,60,848	11	3

It will be seen from the figures furnished above that the Pithapuram estate is the biggest zamindari in the East Godavari district.

Below is given the average figures for fasli 1340, denoting the areas of ryotwari, of whole inams and zamindaris in the East Godavari district :—

Plains.				ACS.
Ryotwari including minor inams .. .. .	..	..	..	939,656
Whole inams .. .. .	..	..	..	93,561
Zamindaris .. .. .	..	..	..	556,340
Agency Tracts.				
Ryotwari .. .. .	..	..	..	1,414,977
Minor inams .. .. .	..	..	..	3,515
Whole inams .. .. .	..	..	..	4,004
Zamindaris .. .. .	..	..	..	929,776

In the agency tracts the chief means of communication is the Godavari river itself and its tributary the Sabari river which is navigable for some distance. Roads exist in parts only. This portion of the district is still backward.

WEST GODAVARI DISTRICT.

Ref: Statistical Atlas of the Madras Presidency—Pages 173–195.

This district was newly formed in 1925 from out of the old Kistna district. In the beginning of 1932 there was again some change in the territorial limits of the taluks. At present there are seven taluks in the district, viz., Narasapur, Tanuku, Bhimavaram, Ellore, Tadepalligudem, Kovvur and Chintalapudi. Of these Narasapur, Bhimavaram and Tanuku are purely deltaic. Chintalapudi and Kovvur are mainly upland, while Ellore and Tadepalligudem are half upland and half deltaic. The district is named after the river Godavari, to the west of which it is situated.

Lankas are formed in the course of the Godavari river by the accumulation of sand and alluvium brought down by it. The lankas are continually changing, in some years being fertilized anew by deposits of silt but in others completely washed away or covered with sand. Tobacco and cholam are extensively cultivated in the lankas. There are about 48,701 acres of Government reserve forests in the district and 31,241 acres of forests in zamindari villages.

The following are the areas of ryotwari, inam and zamindari lands in this district in fasli 1340 :—

					ACS.
Ryotwari including minor inams	..	..	..	..	900,390
Whole inam	..	..	..	..	210,938
Zamindari	..	..	..	..	399,693

In the West Godavari district also, there are 74 estates. out of which a few estates gave evidence before the Committee. The names of the estates that gave evidence are given below with their total rent-roll and the peshkash which they pay to the Government.—

Name of the estate.	Rent-roll.			Peshkash.		
	RS.	A.	P.	RS.	A.	P.
Lakkavaram	17,588	15	0	2,610	5	2
Yerrampeta	11,351	4	4	1,074	14	6
Tyrajampudy	9,006	0	4	2,791	4	6
Yellamanchili	6,669	14	11	3,798	3	0
Kalavallapalli	5,858	8	3	1,344	12	1
Yernagudam	2,116	0	0	327	14	9
Total	52,640	10	10	11,747	6	0

The total rent-roll at present for the West Godavari district is Rs. 7,65,310 roughly out of which Rs. 2,01,470 roughly is paid to the Government towards peshkash.

KISTNA DISTRICT.

Ref: Statistical Atlas of the Madras Presidency—Pages 207–227.

This district continues to be called after the river Kistna. The old Kistna district was bifurcated into the Kistna and West Godavari districts in 1925. The present Kistna district consists of (1) delta, i.e., the whole of the Kistna Eastern delta, viz., the taluks of Bandar, Divi, Gudivada, Kaikaluru and portions of Bezwada and Gannavaram taluks; (2) uplands, i.e., the upland taluks of Nandigama, Tiruvur and Nuzvid and the upland portions of Bezwada and Gannavaram taluks.

Some parts of Bezwada, Bandar and Divi taluks are liable to floods owing to the 'freshes' which come down the Kistna river. The highest flood on record was in 1903 when the river embankment breached and Bezwada town and much of the delta were submerged and great damage was caused to the standing crops. In 1914 the Kistna rose to 21·10 feet above the anicut and 40 villages of Divi and Bandar taluks were under submersion. In 1916 there were again high floods in the Kistna river and damage done to the crops.

Lankas are formed in the course of the great river Kistna by the accumulation of sand and alluvium brought down by it and they are chiefly cropped with tobacco and cholam. These lankas are continually changing by the deposits of silt. In some cases they are completely washed away or covered with sand.

Below is given the total area in acres of ryotwari, inam and zamindari lands—

					ACS.
Ryotwari including minor inams	..	..	..	..	1,035,956
Inam	..	..	..	..	231,234
Zamindari	..	..	..	..	1,002,596

In the Kistna district the total number of estates come to 107, in all the seven taluks put together. The following estates gave evidence before the Committee. The names of the estates with their total rent-roll and peshkash are mentioned below :—

Name of the estate.	Rent-roll.			Peshkash.		
	RS.	A.	P.	RS.	A.	P.
Chellapalli	2,90,953	10	9	78,781	13	5
Talaprolu	83,021	4	1	12,841	4	0
Chintalapati Vontu	78,882	10	8	17,511	6	1
Gollapalli	25,744	1	11	3,199	8	10
Mylavaram	23,611	7	8	2,903	2	4
Gannavaram	14,823	13	3	2,206	7	2
Musanur	13,698	11	1	1,480	6	6
Kruttivennu	3,949	1	0	1,667	3	4
Kowthavaram	2,121	12	9	2,436	0	0
Total ..	5,36,806	9	2	1,23,027	3	8

The total rent-roll at present for the Kistna district is Rs. 18,26,136 approximately out of which Rs. 2,46,180 approximately is paid to the Government towards peshkash.

Witnesses representing 26 estates in the districts of East Godavari, West Godavari and Kistna tendered evidence before the committee at Rajahmundry. In discussing the evidence, so tendered it is convenient to deal with it under three different heads coterminous with the districts.

The district of East Godavari was the main seat of the Eastern Chalukyas who ruled the Andhra country with Rajahmundry as headquarters. The Telugu literature in concrete form had its birth at this historical place. After the fall of Hindu Governments, the country was overrun by the Mussalmans and Rajahmundry was the headquarters of one of Subedars. History has it that the district was ruled by various Hindu families who secured sanads at the hands of the Muslim rulers. The Zamindars of Peddapuram, Pithapuram, Polavaram and a far larger number of smaller zamindars continued to administer the district till the second quarter of the nineteenth century. These zamindars gave a lot of trouble to the foreign invaders who wanted to subdue the Northern Circars from time to time.

The district of East Godavari has the three distinct geographical features of ; agency, upland and delta. The agency area abounds in a large number of muttas and the Polavaram zamindari has all along been the biggest of them. The Peddapuram zamindari which consisted of villages spread itself both in the upland and the deltaic tracts. But that estate was dismembered in the early half of the nineteenth century and many of these villages became ryotwari. The Pithapuram zamindari is at present the biggest in the district and in conjunction with the subsequently acquired estates has vested interests in the agency, upland and deltaic tracts. Other important estates in the district which have incomes ranging in five figures are Gopalapuram, Kirlampudi, Gollaprolu, Vegayarmure.

The importance of the zamindaris in the district can be gauged from the following figures :—

	ACS.
Ryotwari	2,354,633
Whole inams	97,565
Zamindari	1,486,116

It can be seen, therefore, that the zamindari area is nearly 70 per cent of the ryotwari area. The relative importance is all the greater when it can be seen that the problems of cultivation and irrigations are similar in either case. But the burden of taxation is heavier in the zamindari area as compared with the ryotwari area. The total rent-roll in the district is Rs. 21,68,173 and the total peshkash is Rs. 5,43,653 according to fasli 1346. Now we shall deal with some of the important estates and discuss along with the evidence tendered before the Committee.

PITHAPUR ESTATE.

The Pittapur estate has been the most important of the ancient zamindaris in the Rajahmundry circar, a portion of which forms the present East Godavari district. The zamindars claim ancestry going back to the sixteenth century. Whatever might have been the origin of the founders of this family, available history discloses the fact that the estate had never an independent existence and sovereignty during the Muhammadan or British periods. It was all through, a subsidiary State paying tribute or peshkash to the rulers of the country. The Zamindar of Pittapur, as was the custom in those

days, was also the head of a small army and this particular fact was a mark to distinguish him from his co-zamindars in order to prove that this zamin was originally an independent state. But the Circuit Committee report of 1786 classes the Raja as a sirdar, which word does not connote any kind of independent authority vested in him. The Sunn-i-Malkeet-Isimidar was issued in favour of Sri Raja Rao Venkata Neeladhri Rao in the year 1803 A.D. From his death which occurred in 1828, the estate was under the Court of Wards till 1841. It came under the same management between 1850 and 1861 when the father of the present Maharaja was put in possession of the estate. The Raja died in 1890 and the estate again passed into the hands of the Court of Wards till 1906, from which year the present Maharaja assumed possession of the estate. The estates of Palivala, Anathavaram, Polavaram agency, Veeravaram and Thotapali were subsequent acquisitions through purchase and do not form part of the impartible estate of Pittapuram. The original estate consisted of 128 villages and in 1803 when the sannad was granted the peshkash was fixed at Rs. 2,58,979. The total rent roll in that year amounted to Rs. 3,92,182 according to the figures furnished in the District Manual by Mr. Morris. Before proceeding to discuss the variations and increments of the rent roll it is better that certain periodical figures should be taken into account. According to the authority quoted above, namely, Mr. Morris in the Godavari District Manual, the entire beriz or the total rent roll for the Pittapur estate in fasli 1284 or 1874-75 A.D. was Rs. 5,51,231-3-10 as against a peshkash of Rs. 2,50,160-7-6. The latest figures available in the District Collector's office show that for fasli 1346, the total rent-roll is Rs. 8,02,721-11-6 and the peshkash is Rs. 2,31,438-10-0. The continuous decrease in the permanently settled peshkash as between 1803 up to this year is due to the acquisition of zirayati lands for public purposes. One would wonder how the rent-roll increased while the peshkash decreased. One plausible explanation will be that the cultivated extent increased from time to time. It will be shown later that this justification is not the only ground for the increased rent-roll. The Diwan in his evidence strove to prove to the Committee that the cultivable extent in the year 1803 roughly amounted to 70,000 acres and that there were no increments in the rates of rent during the last fifty years, and therefore the main cause for the increase in the total rent-roll was due to large increases in the extent of the cultivable land which to-day stands at 131,338 acres.

Before going into the merits of the defence as put forward by the Diwan, the important feature of the rent-increase will have to be dealt with. It is about the "Vontuwardi" system. Under this system the assessment of lands was revised every year, the revision being made by a process of challenging. Any ryot could demand that the holding of another ryot should be made over to him at an increased rate of rental which he named, if the ryot who was in possession of the holding consented to pay the enhanced rate, he could retain the land, but if he refused to pay the enhanced demand he was compelled to hand over the land to the ryot who challenged the rate and agreed to pay the higher rent. It is admitted that this unjust system was in vogue in the Pittapur estate till a few years before the death of the father of the present Maharaja, which took place in the year 1890. If we take the Diwan's statement that there were no enhancements of the rates of rent during the last fifty years except for the recent enhanced levy, we go back to the year 1887. This practically synchronizes with the words of the Diwan "till a few years before the death of the late Maharaja." So, it can be concluded that the present rent-roll of which a good portion was admittedly in existence fifty years back must have been the result of the introduction and enforcement of the "vontuwardi" system. It is sought to be explained by the Diwan and some others that this system was intended to give an annual chance to the ryots themselves to revise the assessment on land in order to ensure impartiality. But "vontuwardi" contains in itself the germ of internal competition among the ryots on a speculative basis and the local agent of the Raja by provoking this greedy instinct in the ignorant ryots could easily secure a big enhancement for his master and a profit unto himself. If it can be proved as it will be shown below that the cultivable area did not materially increase along with the increased rental, the blame should and must be placed on the rack-renting system practised under the "vontuwardi." The "vontuwardi" system was put an end to by the efforts of the Court of Wards which took the management of the estate in the year 1890.

The Diwan contends that the reasons for the increase of rent in this estate are : (1) waste lands brought under cultivation ; (2) rise in the prices of produce ; (3) increase in irrigational facilities. According to the Diwan 54,008 acres of waste land was brought under cultivation between the Permanent Settlement and the year 1887 and the figure was 125,000 acres in 1908 and the present cultivated area is 134,239 acres, thus recording an increase of 5,000 acres in about thirty years. He also says that the price for a garce of paddy was Rs. 25 in the year 1802 and that the present price per garce is Rs. 100. If we apply the formula enunciated in the case of the Vizianagram estate, namely, the conversion of the money rental into garces at the market value and arrive at a conversion

rate of a certain number of acres per garce of land, the Diwan's version will be proved to be untrue. The present rental of Rs. 8,02,721 if converted into garces at the rate of Rs. 100 per garce (as stated by the Diwan) we will get roughly 8,220 garces. This when converted as stated above yields the figure of 16 acres of land per garce. The total rent-roll in the year 1803 was Rs. 3,92,182. If divided by Rs. 25 that is the price per garce in that year (as stated by the Diwan) it yields about 15,687 garces. This multiplied by the conversion rate of 16 acres per garce, yields the figure of 250,992 acres which ought to have been the total extent of cultivated land in the year 1803. Evidently this "extent" is to say the least, absurd. The cultivable area could never have fallen to half of its original extent during the course of 135 years. Therefore the price per garce said to have been at Rs. 25 cannot be accepted. So, in order to arrive at a rough estimate of the cultivable extent of land in 1803 on the basis of the formula applied now we must think of another source to show us the real rate per garce in 1803. According to the graph published elsewhere in the report, taking 100 as the basis for the price of a garce of paddy in 1800, the index figure during the year of settlement is 103. The index figure for 1936 is shown at 227. The difference between both, marks the rise between 1803 and 1936. This being so, we have to search for the probable price of a garce of paddy in 1803 or thereabouts to know the actual rise in rupee value. Mr. Webb's figures disclose that the price of paddy in the early part of the 19th century was Rs. 85 per garce. This seems to be the nearest possible correct figure. Basing on this, and following the procedure noted above the approximate cultivable land in the year 1803 comes to 133,806. This figure is a little higher than the present acreage of 131,388. The decrease and the admittedly increased area over the real extent in 1803 can be accounted for by the extent of the acquired lands for public purposes. Therefore, approximately the increase in the extent of land is not in five figures as stated by the Diwan and the phenomenal increase of the rent-roll cannot be on account of the great increase in the extent of the cultivable land year after year on and from the settlement year.

In discussing the general question as regards the right of the zamindar to increase rent as a result of the rise in prices it was pointed out that he had no such right inasmuch as the tenure and rent were fixed for ever under the five Regulations promulgated on 13th July 1802. They were made unalterable along with peshkash. Even the justification for enhancement based on increased price falls to the ground in the case of this estate because there was never a scientific settlement of rent as such but the increase was based on the evils of a system which created undue rivalry among the ryots through "vontuwardi." The claims, that increased irrigation facilities resulted in increased rent, are also not sustainable. In this case also it was proved already that the zamindar by himself has no right to levy a water-rate over and above the rent fixed at the time of the Permanent Settlement. After all, the alleged irrigation facilities are the results of the Godavari Anicut system and the Government have imposed a special water-rate on all bapat lands. In the ryotwari areas no water-rate is levied on mamul wet lands. Mamul wet lands are those lands that had irrigation facilities even before the anicut system was originated. It is really through a misinterpreted right of the zamindar that the ryot in the estate is made liable to pay a water-rate which does not form a return for any improvement effected by the zamindar on his own account. Therefore the increase of rent on the ground of increased irrigation facilities is not a justified levy. The zamindar in his evidence states that the lands in the first group of villages as classified by him and numbering 56 are said to yield sugarcane, plantain, betel, etc., in addition to paddy. The list contains some villages like Velangi, Vemulavada, Pathariagadda, Z-Bharvaram, Thoorangi, Manjeru, Gorripudi, Sualpaka, Kongodu, Penuguduru and Cholangi. There are others which are so saline that it is even difficult to grow a good paddy crop. It is impossible to grow rich crops like sugarcane and betel in a large number of villages classified into Group I and it only shows that the Diwan merely supported the contention raised in the written memorandum by his oral evidences forgetting that it will not be possible to plant sugarcane and betel in villages like Penuguduru and Cholangi, where the staple produce is the manufacture of salt.

Now we shall discuss certain other important points which the Diwan discussed in his oral evidence. The Diwan is in favour of controlling the distribution of water by the zamindar himself and is against delegating that power to any local panchayat. But the witnesses for ryots complain that there is much misuse of power especially in the control of the upland irrigation sources. The ryots' complaints extend to the fact that the estate management is even leasing out tank-beds for cultivation purposes. They also allege that irrigation sources are not properly maintained and that as a result there is lack of proper supply of water in proper seasons. This is spoken to by witnesses Nos. 88, 93 and 105, etc. The zamindar is against the statutory remission of rent while the ryots claim that even in very bad season they are forced to pay up their rent. Many ryots appeared

before the Committee and sought to prove that they labour under a large number of difficulties in the estate. Their evidence is contained in the written memoranda and also oral evidence which are separately printed. A number of exhibits also were filed to prove that the water-tax was high and that the joint pattas are made use of to harass the ryots, especially those that oppose the claims of the estate. There were also complaints that proper receipts were not granted for moneys paid. Though the estate is surveyed there is no proper record of rights and as testified by witness No. 88, classified wet lands are still shown under the category of dry lands, so that an extra water-rate may be levied and collected. A further allegation is that when the produce is distrained on the land the ryot is put to much inconvenience; and the cost for watchmen, etc., are made to be unbearable. As regards lanka lands the settled maraka lankas bear a higher rate than Government lankas of the same type. The sale-lankas are leased for very high rentals and for short periods. This question will be dealt with in the recommendations. Some witnesses complain that the communal lands are being absorbed unjustly for cultivation purposes and are being assigned to the relatives and others in whom the Maharaja is interested. But the Diwan has admitted that the zamindar is ready to give them up, if ryots want them. This estate is exceptional to the general type found elsewhere in the circars on account of the "vontuwardi" system. The rent-roll having increased on account of illegal enhancement owing to the "vontuwardi" system, the estate must be resettled in the light of the recommendations of this Committee.

Apart from the Pittapuram ancient estate, we have stated already that the Maharaja acquired some other zamindaris also. The prevailing rates of rent and other abuses of power mentioned by the witnesses are the same as in the main estate. The following figures show the present state of affairs in the case of Palivela, Polavaram and Anantavaram estates:—

	Purchase price.	Rent-roll. 1874-75			Rent-roll. Fasli 1346.			Peshkash.		
		RS.	A.	P.	RS.	A.	P.	RS.	A.	P.
Palivela	39,175 0 10 including villa- ges now in Gopalpur estate.	42,294	13	2	90,988	14	4	18,141	14	5
Polavaram (all portions together).	Subject to a mortgage.	18,920	8	7	71,065	2	2	10,885	2	10
Anantavaram .. ..	....	2,196	0	5	4,227	2	0	1,637	12	8

No special comment is needed to prove that the increase is more than cent per cent and is not justified by any of the criterions stated in the case of the main estate. The Palivela estate no doubt has improved irrigation facilities on account of the Godavari irrigation system for which the zamindar was not responsible. The ryot pays a separate water-rate for such improvements to the Government. Some important complaints from ryots include the high rentals of lanka lands and the levy of the same rent on eroded and submerged lands till they are reformed. The rentals of high lankas will have to be reduced and in the case of submerged lands, the criterion adopted in the Bengal Tenancy Act might as well be adopted. The general principles should also be made to apply to a settlement of the rentals of this estate. In the case of Polavaram estate the ryots complain of forest grievances. This subject has been dealt with in the general chapter and conclusions apply to this also.

The next estate is Gopalapuram. The villages that now form this estate originally belonged to Palivela Estate but was later subdivided and are now owned by the zamindar of Gopalapuram who resides in Vizagapatam.

	Peshkash.	Rent-roll.			
		(1874-75.)		Fasli 1346.	
		RS.	A. P.	RS.	A. P.
Gopalapuram	18,192 0 5	60,197	3 2	93,090	14 5

The main complaint in this estate is that the rentals on ordinary jirayati lands yielding paddy are high and the rates on settled lankas are far above the Government rates. The lease lankas which are rented practically every year yield a big slice of the present income to the proprietor.

Next we come to Kapileswarapuram and Kesanakurru estates. Both these estates in addition to a portion of Hasan Bade village are held by the present zamindar of Kapileswarapuram.

	Rent-roll			
	(1874-75)		Fasli 1346.	
	RS.	A. P.	RS.	A. P.
Kapileswarapuram (was originally purcha in 1818 for Rs. 9,463-7-0).	19,255	0 0	75,335	13 10
Kesanakurru	18,430	12 2	34,340	14 5

The present peshkash is Rs. 8,525 and Rs. 11,311-4-5, respectively. Kapileswarapuram was originally a mutha of about 11 villages and except for this village the rest have become

ryotwari villages. Witnesses 118, 146 and 147 deposed before this committee. The zamindar submitted a written memorandum and later on Tanidar of the estate gave oral evidence. The complaints against the zamindar are : (1) That he is forcibly selling away the zerayati land for rent arrears in an endeavour to increase his seri land. (2) He is leasing out the low level lanka lands at very high rents. (3) The rents on paddy wet lands are more than the land tax on ryotwari lands in the vicinity. That the rent-roll increased phenomenally from 1802 is patent from the above figures. The causes attributed for the increase can only be explained away by the high rentals charged.

Next we come to the Gollaprolu estate. This is a small estate comprising of three villages only but the rent-roll is comparatively high. Its peshkash is Rs. 11,236-10-4 and its rent-roll is Rs. 58,634-15-3. Witness number 80 tendered evidence before the committee. They complain about the increase in the rents, want of repair of channels and about joint pattas. In Bhogapuram village on patta number 34 the rent was increased from Rs. 200 to Rs. 318 between the years 1882 and 1911.

The Gangole estate is a portion of the original Polavaram estate. The peshkash is Rs. 1,264-13-10. The zamindar in his written memorandum pleads that his rent-roll increased because, he got the jungles cleared, improved the tanks and encouraged cultivation. Witnesses Nos. 94, 95 and 97 deposed before the Committee. They complain that seri land is on the increase and that the rent rose from Rs. 4 to Rs. 10. Witness No. 97 states that the inam lands of her family were converted forcibly into zerayati lands. Another complaint is about the highhanded actions of the zamindar, who it is alleged is oppressing the ryots by turning out the recalcitrants out of the villages and is refusing them forest rights of a customary nature. The Jaggampeta estate is another important estate of the district with a peshkash of Rs. 22,234-12-2 and rental roll of Rs. 1,03,698-7-6. The estate is now owned by the senior Rani on behalf of a minor. Witness No. 129 tendered on behalf of the ryots and witness No. 263, the Diwan spoke on behalf of the proprietor. The main complaints are that seri lands are being increased and that rents were on the increase. The instance of the Burugupadi village is cited where the rent collections rose from Rs. 8,000 to Rs. 15,000. The repairs to channels and tanks are neglected.

The Vegayyammampeta estate pays a peishkush of Rs. 8,053-7-0 and its income is Rs. 41,059-4-8. Witness numbers 132 and 139 who appeared before the committee deposed that the rents are high. The latter witness who owns 3 acres and odd pays a rent of Rs. 91 on the whole while he says that his income is Rs. 50. The ryots plead for the introduction of the Government rates in the estate.

The Kolanka and Veeravaram estates are owned by one of the Ranis of the late Maharaja of Pittapuram. She adopted a son of the Venkatagiri family who is now the present Raja of Kolanka. The total peishkush paid is Rs. 31,030, and the total rent roll is Rs. 1,43,647. Two witnesses 116 and 119 appeared before the Committee. The former witness complained that individual ryots are being harassed under the joint patta and that no remissions are given for failure of crops. Witness 119 gave figures to compare the zamindari rentals with the ryotwari rentals. He owns lands both in the estate and Government areas. The rates for wet lands in the zamindari areas are as high as Rs. 34 per acre. The land tax on ryotwari areas adjoining is Rs. 7-8-0 on which the Government is giving an annual remission of annas three in a rupee. According to the diary of Kanchi Ramana Pantulu, Amin of Pittapur estate years ago, the assessment on Viravaram village in 1853 was Rs. 8,147 while the present assessment of that village is Rs. 19,029-15-2. The increase in the assessment was unauthorized and was imposed behind the back of the revenue courts. Some competent ryots fought the zamindar up to the High Court as regard this illegal levy and succeeded in their contention. He complained that the hill stream and tanks are out of repair. They will get a water turn once in 18 days and if the channels are not cleared regularly, their hardship knows no bounds. He wants that the irrigation sources should be managed by the Government. In Simhadripuram, the zamindar rented the tank bed and the accomplice got a reward of 25 acres. There are a number of other small zamindaris and their history and management are not dissimilar to the major estates discussed above.

West Godavari district.—In this district, which was carved out in 1925, there is no big zamindar residing therein. But there are proprietors of smaller zamins and the zamindars in other districts own some villages in this district also.

Extent	..	..	..	..	..	..	Ryotwari.	Whole inam.	Zamindari.
							ACS.	ACS.	ACS.
							900,390	210,938	399,693

The total peishkush paid in the district is Rs. 2,02,000 and the total rent-roll is Rs. 8,68,600. Witnesses representing Tyajampudi, Yerriagudem, Kalavalapatti and Yellamanchili estates appeared before the Committee. Witness 196 deposed that the zamindar was illegally levying water-rate. Witness 134 states that tanks are out of repair and Banjar lands are

not allowed to be used for cattle grazing. He also complains about the joint patta. Witness 124 complains that the estate is collecting rates on palmyra trees though they were grown subsequent to the Estates Land Act, 1908. Witness 108 deposed that the rentals are high and that the harassment is great. He complains that the estate is intentionally draining off the tank so that the tank bed may be leased out on a 50 per cent varam basis to gain profit to the estate.

Kistna district.—This district abounds in zamindaris which number 107 in seven taluks. The most important of them are Devarkota, Nuzvid, Munagala and the Chinata-pativantu. The first alone is mainly deltaic. The Nuzvid family is divided into a number of smaller zamindars and their ownings extend over West Godavari also.

	Ryotwari.	Inam.	Zamindari.
	ACS.	ACS.	ACS.
Extent	1,035,956	231,234	1,002,598

The total peishkush paid is Rs. 2,46,180 and the total rent-roll is Rs. 18,26,136.

In the Devarkota estate, the kamatam, lands are in large extent and it is alleged that the zamindar is making money by taking high premiums for converting it into zeroyoti land. Witnesses 90, 91, 101 and 102 complain that the rates are high especially in lankas, and claim that there should be annual zamabandi and that for houses built on ryoti lands no tax should be collected.

Witness No. 81 hailing from Chintalapati Vantu estate complains that the rents are doubled. He gave instance of a patta which paid Rs. 61-12-9 in fasli 1288, and Rs. 80-10-10 in fasli 1308 is paying Rs. 113-2-0 in fasli 1345. All communal lands are swallowed up. The tanks are not repaired and the ryot should pay nazarana for building houses. The witness wants that customary forest rights should be restored and that the irrigation sources should be managed by the Public Works Department.

Witness No. 87 coming from Telaprolu estate (Nuzvid) states that the customary rights for free fuel are being denied. The forests are being denuded and mango gardens are being planted by the zamindar. Tanks are out of repair and the witness feels that there should be annual jamabandi.

Witness No. 109 coming from Gollapalli estate states that rentals were increased. He instanced the case of village Koyyur where the rent was Rs. 2,729-7-9 in fasli 1306 and in fasli 1342 it was Rs. 5,537. No free fuel is allowed to be taken. Witness No. 110 also supports the previous witness who states in addition that water-rate is being collected though tanks are not repaired.

The general trend of evidence in the district is similar to that tendered in the Godavari districts and the remedies sought for are identical.

VEERAVARAM ESTATE (KOLANKA ZAMINDARI).

	RS.	A.	P.
Income	3,639	8	6
Peshkash	330	3	9

Witness No. 119.

In 1844 the Government took charge of Peddapuram estate and auctioned away Veeravaram and other villages for arrears of peshkash.

1. The rates of rent prevailing in Government lands must also be introduced in this estate.
2. The rent should be collected either by the Government or through the Panchayats.
3. After the Estate Land Act was passed, repairs to irrigation sources were not cared for. This must be remedied.
4. The sub-tenant, because he cultivates the land must have jirayati rights also.

Witness No. 116.

1. The Government should repair the tanks and the costs of repair must be recovered from the zamindar along with the peshkash.
2. The rent should be reduced to the level of Government rates of rent.
- 3 Remissions of rent must be given when the crops fail.

VANGALAPUDI ESTATE.

Witness No. 137, Vimmi Seethamma, Vangalapudi.

For 9 acres of land Rs. 60 was paid towards rent. The land was under our control for the last 40 years. We were in arrears of Rs. 12. Without our knowledge and without giving notice the land was auctioned and was purchased by the neighbouring ryot.

ANSWERS TO SECOND QUESTIONNAIRE.

1. In Seethanagaram the rent is Rs. 3 per acre dry. In Lanka (dry) it is Rs. 40 per acre. In Voota Lanka fed by Godavari water the rent ranges from Rs. 40 to Rs. 150 per acre. This land is leased out year by year.

2. In Singavaram the rate per acre ranges from Rs. 3-6-0 to Rs. 6-0-0.

3. In Vangalapudi the rate ranges from Rs. 3-6-0 to Rs. 6-0-0. In dry lanka the rate is Rs. 13-0-0. These rents are in vogue since 1906. The rent was never paid in kind.

There are no tanks useful for cultivation.

VIII. The rent in Shrotriyam inam ranges from Rs. 1-2-0 to Rs. 4-12-0.

IX. No forests.

X. Private land 16½ acres only garden.

XI. No survey.

The zamindar is a minor. The records of the estate are not in the hands of the guardian.

GANGOLE ESTATE.**GENERAL INTRODUCTION.**

Gangole estate was part of Polavaram estate which was an ancient zamindari of Rajahmundry district.

Out of the Polavaram zamindari, Gutala estate was carved out. Out of this Gutala estate, Gangole estate was carved out and registered in the name of Hota Gangayya in 1849 A.D. The peshkash fixed on this was Rs. 1,264-13-10. The Hota Gangayya engaged in trade on a large scale but due to circumstances unfavourable they left it and took to the management of their own estate of Gangole. From 1860 to 1878 the owner of the estate spent vast sums inducing labourers and cultivators from outside, to come and cultivate his lands. The jungles were cleared and fresh land was brought under cultivation.

1878-1898 : Minority of the present owner, estate managed by his mother.

1900—Survey of cultivable lands was completed. The rates fixed in 1900 are still unchanged except in the case of 22 ryots in the year 1923.

When the Estates Land Act came into force, there was dislocation in the collection of rent and the tenants did not pay this customary rent. Since 1910, except for the 22 suits already referred, no suit for rent recovery was filed. In 22 cases, they were enhanced at anna one and pies eight per acre. The area effected by this on the whole was 252 acres and the total rent was raised from Rs. 767 to Rs. 847. Suits were filed in these 22 cases and decreed ex parte.

Loans to ryots.—Each year takkavi loans to the extent of Rs. 1,200 is given to the ryots in the shape of cash and seedlings. If the money is paid within an year, no interest is charged. There must be a Ryots' Co-operative Bank.

WATER SOURCE.

Asara system.—This was in vogue prior to Permanent Settlement. Even now 600 acres land is under that system.

Litigation with regard to Kovvada channel.—1904 & 1905—The neighbouring zamindars tried to usurp the rights of the estate in this channel. The civil suit started in 1905 went up to Privy Council where it was found in favour of the Gangole estate. Yet the matter is to-day before the Agency Courts for execution. The litigation costed Rs. 50,000.

The Asara System.—This is the most ancient revenue system in the country. This was a system of division of gross produce between the zamindar and the cultivator according to an agreed proportion. It varies from 40 to 50 per cent of gross produce to the cultivator according to the crops grown. The cultivator bears the expenses of manuring, ploughing, transplantation, seedling, weeding and harvesting.

The Asara system was adopted in this estate in 1802 even when this estate was in the Polavaram zamindari. Even in 1858, when Gangole estate came into the hands of the Hota family, the Asara system prevailed. In 1908, 611 acres were under this system and is confined only to wet cultivation.

The gross produce is equally divided between the zamindar and ryot after deducting from the common pool which are customary reductions :—

- (1) For a plot of four or five acres the mahasudar (controls and distributes water) is given four measures.
- (2) The talia vasa is given two measures.
- (3) The shroff (divides the produce) is given one measure per putty.
- (4) Towards local cess five measures per putty.

When new land is brought under cultivation under Asara system the produce is divided between zamindar and ryot in 1 : 3 proportion. In the second year 2 : 3 proportion. From the third year onwards in 3 : 3 proportion.

The Zamindar of Gangole says that this is a good system both for him and the tenants.

ANSWERS TO SECOND QUESTIONNAIRE.

I & II. *Rent rates.*—It has been uniform for the last thirty years. There has been uniform collection which shows that the rate of assessment is within the paying capacity of the ryot.

In Hukumpeta the rent was increased, because the zamindar shifted his headquarters to Hukumpeta from Ramapalem. After shifting there, the pasture land was cultivated. The extent of the pasture land was 151·55 acres of ryotwari land paying Rs. 302-6-8. (The amount includes all cesses.) This happened in fasli 1323. Prior to fasli 1323, rent was coming to Rs. 2-594 per acre. After fasli 1323 it was enhanced to 3-32 rupees.

No customary levies.

III. *Water sources in Gangole estate.*—In the whole estate there are 30 tanks with an ayacut of 1,662·8 acres. The expenditure over the water sources since fasli 1310 to fasli 1346 comes about to Rs. 20,000 only. Free services of farm servants and ryots, when valued in cash would have come to Rs. 20,000 more. The zamindar keeps always 100 farm servants who are weekly paid in kind. They do the repairs to tanks. Seri bullock carts and carts of the ryots are used. For this the ryots get free forest permits (but no money). This cart-labour is not paid in cash.

IV. Waste land assigned since 1908—2,804·08 acres only.

V. Accounts maintained for revenue administration.

VII. Only 1 or 2 per cent of pattadars sublet and they realize Rs. 10 per acre.

VIII. *Rates in inams and agharams.*—The dry inams are leased out at Rs. 6, Rs. 7, Rs. 8 and Rs. 10.

IX. *Forest.*—Forests contain rich bamboo and timber. On payment of fees, permits are given for bamboos only. The total area comes to 18,000 acres roughly. Each village in the estate has a small hill and small forest attached and the cattle of the ryot graze freely. When cattle are entrusted to the ryots by others, then Pullari is collected on those cattle only. Free permits are given to ryots for fuel and implements of husbandry in lieu of which they render free service to the estate by carting stone and chunam to works of irrigation and house construction.

X. Total private land—1,435·8 acres.

XI. *Survey.*—Private survey was made in 1900, and again in 1922 and 1923. In 1922 and 1923, the zamindar spent Rs. 2,500 on survey but used village servants for work.

Remission of rent.—An average annual remission of 3-323 per cent was granted between faslis 1318 and 1332. And 3-871 per cent between faslis 1333 and 1346. A uniform reduction of rates in all villages is not equitable. Each village and each ryot's individual plot has to be considered on its own merits.

ORAL EVIDENCE.

Witness No. 94, Gasti Chandranna, Rajapalayam village.

Before 60 years, the ryots paid Re. 1 as rent for "Kathi" and Rs. 4 for "Nancha." Then the gutta system came into vogue.

The lands had been surveyed. From Rs. 4 the rent came to Rs. 10. The soil is sandy and there is no good yield. Everywhere it is seri land.

General feeling between the landlord and tenant.—If the tenant says anything against the zamindar, he will drive him out of the village. In one instance the house of a recalcitrant tenant was burnt down. There is vetti labour for house constructions and for cartings. No coolie is given. The ryots are terrorized. The cattle are driven to the pounds. Nothing is allowed to be taken from the forests.

Witness No. 95, Kamoori Lakshmi Kanthamma.

Rent.—For 14 acres Rs. 30 was paid as rent.

Witness No. 97, Vamur Ramanna, Gangole.

The inam lands belonging to the witness's family were forcibly converted into seri lands. Nothing was paid in cash. "The karnam munsif, took my finger-print for it, writing some falsehood in the document."

JAGGAMPETA ESTATE.

				RS.	A.	P.
Income	...	...	...	1,03,698	7	6
Peshkash	...	...	...	22,234	12	2

Witness No. 129 of Burugupudi village.

The witness owns 80 acres wet and 40 acres dry.

1. *Rents.*—Within the last thirty years the rates of rent have increased to four times the original rates. In Burugupudi village, the old rent collection was Rs. 8,000, but at present it is Rs. 15,000. When the old revenue of the estate was Rs. 40,000 at present it exceeds one lakh and odd. Anticipating the passing of the Estates Land Act of 1908, rents were increased. Many lands were converted into 'seri' lands.

2. *Irrigation facilities.*—The channel known "Khandi Kaluva" was repaired recently, but it was no good. It must be repaired once again.

Witness No. 263, Rao Bahadur D. Narayana Rao, retired Deputy Collector and Diwan of Jaggampeta estate.

				RS.
<i>Income.</i> —Annual income of the estate is	...	...	...	1,00,000
Peshkash of the estate is	...	...	...	48,000

Proprietor of the soil.—Landlord is the proprietor of the soil, as the Government who was the proprietor of the soil has transferred their right to the zamindar. The tenant can continue to be on the land so long as they pay rent.

Rents.—In Kattuvarupalli village from fasli 1271 to fasli 1331 the increase is as follows :—

					RS.
Fasli 1271	...	...	...	...	9,300
„ 1331	...	...	...	...	12,900
The increase is					3,600

The estate is not surveyed and the exact area of cultivated land cannot be given. The rates are increased because of the rise in the price of products, expansion of population and the improvement in the zamindari area.

Dry rate.—At the Permanent Settlement the rent fixed for Giripak village was Rs. 2,180. But now the assessment for it is only Rs. 1,246. Large areas of these lands are brought under cultivation.

Fair rent.—To fix fair rent it would be better to know the value of land.

At the time of the introduction of the Act the value of dry lands in Peddapuram was Rs. 48 per acre and of wet lands Rs. 198 per acre. During 1916–20 it rose to Rs. 99 and Rs. 429 respectively, and continued to rise till 1930 when there was a setback.

The present rates are Rs. 100 for dry lands and Rs. 428 for wet lands. These rates are higher than the rates which prevailed when the Act was introduced.

The cash paid to the zamindar is much less than the amarakam received by the sub-lease holders. In one case where the zamindar gets only Rs. 277, the amarakam was Rs. 500. (The witness is quoting this from tabulated figures.)

The Chairman pointed out that all these people are the relations of the zamindar and that by leasing out these lands to the ryots the relatives of the zamindar are making more money.

The witness was further asked by the Chairman whether all the tenants were under these happy positions and the witness said that he wanted to point out only that the amarakam amount is much more than what is paid to the zamindar.

In these jirayati lands purchased by the zamindar for the benefit of his relations, rents have not been altered. When the settlement was made, the rate of rent was 50 per cent gross. The zamindar is entitled to get 50 per cent and the rest is tenant's share.

Basis of assessment.—The basis of assessment is 50 per cent gross. There is no arbitrary enhancement. There was rise in prices and demand for land hence a rise in the value of land.

Survey.—The estate is not surveyed and unless it is surveyed and the exact area is found out we cannot say that the rent prevailing is proper or not.

Rate of rent.—The rent varies per acre from Rs. 15 to Rs. 24. For dry lands we have from Rs. 2–3–6 to Rs. 4–15–3. In upland villages the dry rate varies from Re. 1 to Rs. 5.

The rents are slightly higher in the lands under Yeleru system because the Government are not paying anything for their kudimaramat labour.

Remission.—The estate has been granting remission.

Village panchayats.—Village panchayats should not be entrusted with the collection work. The zamindar cannot have any control over them.

Irrigation.—With regard to irrigation, Public Works Department will find it difficult to do the necessary repairs. It will be hopeless to entrust the work with them. The zamindar will do better than the Public Works Department.

Distrain.—If distraint is taken away and the matter referred to suits, the zamindari will be thrown out of gear and the zamindar will not be able to pay peshkash in time.

Water-supply.—The zamindar should be given control of the distribution of water at times of scarcity. The control of the source of irrigation may be left over to the ryots.

Joint pattas.—When we have to resort to suits we are bound by law to include the joint pattadars, but in actual execution proceedings we proceed against the actual defaulter. In this estate except in one village apportionment of rent among joint pattadars have been completed.

Contractions.—The lands taken in auction are not appropriated by the zamindar.

Encroachments.—The Encroachment Act must be made applicable to the zamindari lands also.

Raising of rent.—Just like the Government carrying out settlement operations once in thirty years invariably followed by a rise in revenue, the zamindars also might have the opportunity of raising rents periodically if the rise in prices justify it.

Ryots indebtedness.—The total indebtedness of the ryots will be about Rs. 25 to Rs. 50 lakhs. The number of pattas are about 3,100. The population is about 29,000 to 30,000.

New cultivation.—From 1908 to 1938 about 708 acres have been brought under cultivation.

Total income.—The total income from the estate is Rs. 1,31,000.

Cost of survey.—There are 26 villages. In the opinion of the witness it would cost from Rs. 80,000 to Rs. 1,00,000 to survey these villages.

Rate of assessment.—In Gurupudi village the average wet rate is Rs. 18–1–10. The corresponding Government rate is Rs. 8–4–0 to Rs. 13–8–0 and dry rate Rs. 5–7–2.

In Rayapudi, wet rate is Rs. 8–6–9 and Rs. 5–4–7.

The total income of these two villages before 1908 is Rs. 6,923. It was increased to Rs. 7,752 before 1931.

In Mallishera village the present income is Rs. 5,887. Before 1908 it was Rupees 3,272-10-0 for fasli 1311. In fasli 1301 it was Rs. 2,170 and for fasli 1271 it was Rs. 825.

Forests.—The forest is without timber. Most of it is shrub jungle. For domestic and agricultural purposes there is the permit system. For other purposes there is the seigniorage. The total extent of the forest is about 750 acres situated in three different places.

Water-rate.—There is water-rate.

Irrigation fund.—Witness suggests that a certain percentage of gross revenue should be set apart for being spent on repairs to irrigation works every year.

Schools and hospitals.—There are schools and hospitals and other beneficent institutions. There are some Choultries. All these will cost about Rs. 10,000. No contribution is taken from the ryots.

Collections.—The collections are made in October to January and in some villages in April. This is a hardship but the witness says in this estate the hardship does not exist. Until the ryots get a crop the zamindar does not begin collection.

Government accounts.—No Government accounts are maintained. Probably the karnam maintains the 'A' Register and the 'B' Register.

Sugarcane and special fees.—In addition to Re. 7-8-0 being charged on jaggery a special fee of three pies is being charged on every four rupees. This is coming from time immemorial. Witness does not know for what purpose.

GOLLAPROLU ESTATE.

						RS.	A.	P.
Income	...	...	...	...	...	58,634	15	3
Peshkash	...	...	...	...	...	11,236	10	4

Witness No. 80.

This estate has three villages, viz., (1) Gollaprolu, (2) Bhogapuram and (3) Isukapalli.

Rents.—Prior to 1899, the rent collection was Rs. 3,246-2-9. In 1937 A.D. the collection was Rs. 58,120. Within the space of 60 years the rent has augmented so much. There has not been increase in the area of the land.

In Bhogavaram village, the land having the patta No. 34 paid rent as follows :—

In the year 1882, Rs. 200.

In the year 1911, Rs. 318.

2. *Survey.*—This estate had been surveyed in part. The ryots paid the expenses.

3. *Irrigation.*—No repairs to channels in proper time, so they get silted up.

4. *General.*—(i) On account of high rates of rent and the low prices of grains, the lands went into the hands of money-lenders.

(ii) Joint pattas must be separated.

(iii) The rent collection months must be altered. The collections must be made from the beginning of December.

These are the demands of the ryots.

VEGAYAMPETA ESTATE.

						RS.	A.	P.
Income	...	...	...	...	...	41,059	4	8
Peshkash	...	...	...	...	...	8,053	7	0

Witness No. 132.

This witness owns 11 acres in one patta for which he pays Rs. 238-7-11 as rent. This comes to roughly Rs. 2 per acre. He pleads for the Government rates of rents in the estate lands also. The Government levied water-cess in the village of Vegayampeta in 1916. Remissions were given in fasli 1343. The zamindar built a middle school for the village.

Witness No. 139.

This witness belongs to Dasiripadu hamlet. He owns 3 acres and 33 cents of land and pays a rent of Rs. 91 on the whole. The yield of the land comes only to Rs. 50 and thus this ryot is suffering a great loss, on account of the high rates of rent. He pleads for the introduction of the Government rates of rent in this estate also.

KAPILESWARAPURAM ESTATE.

Kesanakurru.

Witness No. 118, Gadiraju Ramaraja, aged 55 years, Kesanakurru village, Kesanakurru Estate, Kapileswarapuram zamindari.

The rate of wet land per acre is Rs. 14. In 1932 there was an enhancement of one anna in the rupee. The rates in the neighbouring Government land is very low. Fifty years ago rent rates in this estate also were as low as Rs. 5 per acre. The rates in the zamindari lands should be just like the Government rates. The rent of Rs. 14 for wet lands does not include the water-rate.

Seri lands.—The extent of the seri lands comes to 500 acres. The ryots undergo hardships on account of these seri lands. They (ryots) will ultimately lose all their lands. For arrears of rent the lands are sold away and bought by the zamindar himself.

Relationship of landlord and tenant.—The zamindar is the terror of the ryots. Witness No. 146—Veedhi Ramiah Veedhivan Lanka village, Kapileswarapuram Estate.

Rent.—This must be reduced and brought to a level with the Government rates.

Grazing.—Formerly grass was given away free. Cattle are not allowed at present to graze freely.

Kapileswarapuram.

I. (a) It was stated in the fifth report on the East India affairs that in old days the zamindars are the owners of a certain portion of the country with absolute rights in the land within their limits.

In 1802 when the permanent settlement took place it was stated as “a regulation for declaring the proprietary rights of lands.”

In 1908 at the time of the passing of the Estate Land Act this was discussed.

PARAGRAPH 27—INSTRUCTIONS TO COLLECTORS.

“It is well known in the circars that there are very extensive tracts of uncultivated arable and waste lands forming part of every zamindari. These are to be given up in perpetuity to the zamindars free of any additional assessment.

PARAGRAPH 34.

Distinct from these claims are the rights and privileges of the cultivating ryots, who though they have no positive property in the soil, have a right of occupancy as long as they cultivate to the extent of their usual means and gives to the circar or proprietor, whether in money or in kind the accustomed portion of the produce.

II. (a) *Rent.*—Rent is nothing but rajabhogam. In fixing the peshkash uncultivated area was also taken into consideration. The zamindar spent enormous money in bringing the lands under cultivation. Originally there was the sharing system to the ruler. At one time, it was two-thirds of the net income which later on came to half-and-half. If one admits that the zamindar has more rights in the soil then he must be entitled to greater rent.

(b) *Fair and equitable rent.*—It should be left to the court to decide a fair and equitable rent after collecting all statistics.

(c) The ryots are getting remissions although there is no statutory provision for it. A reservation should be made for famine years in fixing a fair and equitable rent.

(d) *Rent should be fixed once for all.*—To know the burden on land, there must be fixity of rent. Fixity of every right and liability will be a step towards unity.

(e) The Government need not alter or reduce rents.

III. The present Act, as amended by Act VIII of 1934, became very cumbersome and expensive. Section 127 requires modification.

IV. *Water rights.*—The tenant has no inherent right to water. If it is a source constructed by the zamindar himself he will have the superior rights of watering his fields first and supplying it to others next in a regular manner.

V. Survey is necessary—cost to be borne by the zamindar, the tenant and also by the Government in equal proportions.

VI. The landholder cannot levy anything except rent.

VII. The tenants have also the right of applying and getting what they require for agricultural purposes which includes the feeding of cattle also, by paying the prescribed fees.

VIII. If the landholder fails to execute the works, the Government may get it done through the Public Works Department and recover the cost from the zamindar as an arrear of land revenue.

IX. In old days the jamabandi was introduced to enable the pattadars to state their grievances, if any, to the officer. The jamabandi had the effect of bringing the ryots and the officers together. But at the present day it is only a farce; it is intended only to check the correctness of the demand. So as it serves no useful purpose, jamabandi is not necessary.

X. Section 90 of the Estates Land Act has not given any legal status to the under-tenants.

XI. The Board of Revenue should be the final appellate authority.

XII. (a) The present law to eject a trespasser by a suit in a civil court is expensive.

(b) Kattubadi does not fall within the Estates Land Act. At present to recover kattubadi it must be executed like a simple money decree. This kattubadi has no charge on the land.

NUGUR ESTATE.

				RS.	A.	P.
Income	...	...	...	13,000	0	0
Peshkash	...	...	...	7,073	1	2

Witness No. W/127, Cherla village, Nugur estate.

This estate was transferred to the Madras Presidency from the Central Provinces in the year 1909. It was ordered that Central Provinces Law alone should govern this estate.

This estate was surveyed and settled in 1905.

The witness wants the following.

1. That the law applicable in the estate must be Madras Estates Land Act (the estate must be removed from the agency).

2. The tanks must be repaired.

3. The ryots are paying higher rates of rent than in Government lands. The ryots cannot bear this. So rent should be reduced.

LAKKAVARAM ESTATE.

				RS.	A.	P.
Income	..	..	..	17,588	15	0
Peshkash	..	..	..	2,610	5	2

Witness No. 143.

The proprietor of the estate is Mr. Mantripraggada Bujanga Rao.

1. Rates of rent—

Dry rate Re. 1 to Rs. 3.

Wet rate Rs. 4 to Rs. 10.

2. Irrigation.—Yerrakaluva is the only channel for the estate. There is always water in it. It was repaired 20 years ago.

YERRAMPETA ESTATE.

				RS.	A.	P.
Income	..	..	..	6,386	15	4
Peshkash	..	..	..	562	6	5

Witness No. 141.

The estate had been surveyed. The rates of rent are double the rates in the neighbourhood, to sink wells it has become costly because unless they are sunk very deep water will not reach. There are no ryots' association in this estate.

TYAJAMPUDI ESTATE, WEST GODAVARI DISTRICT.

				RS.	A.	P.
Income	..	..	..	9,006	0	4
Peshkash	..	..	..	2,791	4	0

Witness No. 108.

1. The rates of rent after the year 1908 are higher than the rates of rent prevailing, before the coming of Estates Land Act.
2. The rates of rent prevailing in Government areas must be introduced in the estates also.
3. Poramboke lands must be given free to the poor people.
4. Tank beds are assigned on amarakam. The water in the tanks is let off by the estate voluntarily so that the tank bed can be leased out on amarakam. In the tank beds, paddy is cultivated, and the estate gets half the produce for its share.
5. The pattas must be separated and the estate surveyed.
6. There is neither forest nor grazing field in the estate.

YELLAMANOHILI ESTATE.

				RS.	A.	P.
Income	..	..	..	6,669	14	11
Peshkash	..	..	..	3,798	3	0

Witness No. 136.

This witness speaks on "localization by identification and selection". It is as follows:—

In 1875 a Deputy Collector was appointed to go into this question. He enquired and made a list of lands into two classes, (1) wet dry class and (2) dry wet class. The Government wanted to know what dry lands can be brought under wet lands. This right of the Government of "Localization by Selection" was given away to the zamindars who made the 'selection' and began to levy water-rate. The High Court decreed that the zamindar had no right to levy water-rates.

The rent collections for each village was increased by this way of 'selection.'

Fair and equitable rent.—The Government rates of rent are fair and it should also be the same in the estate villages.

KALAVALAPALLI ESTATE.

				RS.	A.	P.
Income	..	..	..	5,858	8	3
Peshkash	..	..	..	1,344	12	1

Witness No. 134.

1. *Rent rates.*—The Government rates of rent is fair and it must be followed even in the estate also.
2. *Pattas.*—They must be separated.
3. *General grievances.*—In banjar lands, cattle are not allowed to graze. There are no repairs to tanks and when petitioned to the Collector, he examined the tanks and said that they are in good condition.

YERNAGUDAM ESTATE.

				RS.	A.	P.
Income	..	..	..	2,166	0	0
Peshkash	..	..	..	327	14	9

Witness No. 124.

This ryot owns 37 acres of dry land and pays Rs. 197 towards rent.

Remission of rent.—The estate does not grant remission of rent even when the crops fail.

Rights in trees.—The estate is claiming rights on the palmyra trees although those trees came into existence in the lands of the ryots after the passing of the Estate Land Act.

CHALLAPALLI ESTATE.

					RS.	A.	P.
Income	..	..	..	..	2,90,953	10	9
Peshkash	..	..	..	..	78,781	13	5

Witness No. 90 belonging to Pothavaram Lanka.

According to the present conditions the rates of rent are high. There was no survey and to transfer pattas, the ryots are finding it very difficult. The witness complains that even the rents in Government areas are high according to the present conditions of the country. The rent must be fixed after considering the quality of the particular land and the labour of the ryot in bringing it under cultivation.

Witness No. 91 of Srikakulam village, Challapalli Estate.

1. The ryots in this estate cannot pay the rates of rent fixed on their lands, because they are high.

2. The kamatam lands of the zamindar has increased. In the floods and cyclone of 1864 many families were ruined and the zamindar took advantage of it and increased the area of his *seri* lands.

3. The power of distraint must be removed.

4. The collection of rents must be in the hands of the village panchayat.

5. Lands known as "*Forest unassessed waste*" are now included in the Kamatam lands of the estate.

Witness No. 101 of Mangalapuram village.

1. This witness is also opposed to the rates of rent prevailing in Government areas as they are also high.

2. The estate is surveyed by the Government now. Prior to it there was a private survey in 1890.

3. There must be annual jamabandi.

4. There must be remission of rent in deserving cases.

Witness No. 102 belonging to the hamlet Nadakuduru village, Challapalli Estate.

1. The rates of rent in Government areas are high and it should not be imposed on the lands of this estate.

2. Remission of rent must also be given in deserving cases.

3. There should be no rent charged for houses built by the ryots.

4. Pattas are not transferred for some reason or other. On account of this, the ryot is undergoing great loss.

5. There must be annual jamabandi.

TALAPROLU ESTATE.

					RS.	A.	P.
Income	..	..	..	..	83,021	4	1
Peshkash	..	..	..	..	12,841	4	0

Witness No. 87.

According to the witness this estate consists of thirty small villages.

1. *Rates of rent.*—

Wet Rs. 5 to 11.

Dry Rs. 8 to 4.

The rate of rent are high. Only the Government rates of rent should be adopted.

2. *Irrigation.*—In Mukkollupadu village, there are two tanks—

(i) The Zaribu tank, and

(ii) The Pallapu tank.

The expression *zaribu land* means land where tobacco is cultivated. In the year 1926-27, when the ryots prayed for remission, the estate did not grant it. The land was auctioned for arrears of rent. A list of the auctioned lands since fasli 1342 to 1345 is given by this witness.

3. *Houses of ryots*.—For lands which were suitable for building houses, Rs. 2 to 12 kist is levied. When the ryot builds a house in his patta lands he must pay the usual rent for that land alone and nothing more.

4. *Forest rights*.—The ryots had all rights in the forests. Now the ryot must get the permission of the zamindar to remove wood or fuel from his forests. The zamindar gives permits even now but the ryot had to go many times for it, as a favour. The Raja felled 100 acres of forest and raised a mango garden. Thus the forest is getting annihilated.

5. The demands of the ryots—

- (i) One-sixth of the net income from the land should be the rate of rent.
- (ii) The repairs to water sources must be done by the Public Works Department.
- (iii) The Government must collect the rent only.
- (iv) The ryots had full rights in the forest. Even now it is so. But it should not be compulsory to get the permission of the zamindar to remove wood, etc., from the forests.
- (v) There should be regular jamabandi.

CHINTALAPADU VONTU OR MUKTYALA ESTATE.

					RS. A. P.
Income	..	..	..	..	78,882 10 8
Peshkash	..	..	..	..	17,511 6 1

Witness statement.

The witness says as follows :—

The estate had been surveyed by the Government in 1860.

Rents.—In this estate there had been gradual enhancement of rent.

	Fasli.			Kist.	RS. A. P.
1878-82	1288-1292	..	..	..	61 12 9
1898-1902	1308-1312	..	..	..	80 10 10
1906-1935	1316-1345	..	..	..	113 2 0

The area of the land during the whole period is almost the same with slight variations.

The witness gives some more examples of how the rent had been augmented as years rolled on.

When the village was surveyed there were *communal lands*, etc., but they are not to be seen now.

2. *Houses*.—The ryot pays *najarana* to the zamindar, when the ryot builds a house. If houses are built without the estate's permission, the estate goes to a Court of law and sees that the house is demolished.

3. *Irrigation*.—There are five tanks. The estate monopolises the water. The Public Works Department must do the repairs to tanks. The tank beds are not in good condition.

4. *Forests and forest panchayats*.—There are no forest panchayats in zamindari villages. The zamindar must not control the forests. The revenue got with the help of the panchayat must be utilized for the needs of the village.

5. *General*.—Tank beds are assigned for cultivation every year.

GOLLAPALLI ESTATE, NUZVID TALUK.

					RS. A. P.
Income	..	..	..	..	25,744 1 11
Peshkash	..	..	..	..	3,199 8 10

Witness No. 109 belonging to Koyyuru village.

1. *Rates of rent*—

Dry rate 8 annas to 10 annas.

Wet rate Rs. 5-10-2 to Rs. 36-9-11.

Jarib rate is varying, according to the class-war. Whether the jarib land is cultivated or not, the kist must be paid.

The high rates of rent are not due to the fertility of the soil. The rent was fixed according to the time, circumstances and the influence of the particular ryot.

The witness quoted from his office copy (the witness was a karnam) the old Dowle accounts of the village of Koyyuru.

Dowle for Koyyuru village—

						RS.	A.	P.	ACS.
	1896								
Fasli	1306	..	..	..	..	2,729	7	9	836.99
	1952								
Fasli	1342	..	..	..	..	5,537	8	9	861.35

Miscellaneous item—

Fasli	1306	..	..	..	..	390	0	0	
Fasli	1342	..	..	..	..	469	0	0	

In the above way, rents have been increased in all the villages of the estate.

2. *Communal lands and forests.*—There are grazing fields and also poramboke lands in the village. The area of the forest is 1,000 acres.

The villagers get fuel from the forests and a fee of Re. 0-4-0 to Re. 0-6-0 is levied.

3. *General.*—(1) The rent instalments must be paid from January onwards instead of from October.

(2) As soon as the lands are sold, the pattas must also be transferred immediately.

(3) There must be jamabandi every year.

(4) The right to get fuel and timber from the forests must be given to the ryots. They also must have the quarrying rights.

(5) The rights in trees which grew after the Act of 1908 and the rights in trees which existed prior to the Act of 1908 must be distinguished.

(6) The ryots must have grazing fields. The estate must even acquire such fields and hand them over to the ryots.

4. *Customary levies.*—A cess called “*maralu*” is collected from the ryots which the estate distributed to the village servants.

Witness No. 110 of Digavalli village.

Irrigation grievances.—(1) Rent has been increased on the plea that repairs to tanks were made and Kalingulu will be constructed for the tanks.

(2) Although water was not supplied from the tanks to the lands, only wet rate was levied on the pretext that the land was wet—water being supplied by rains !

NORTH MYLAVARAM ESTATE, BEZWADA TALUK.

Witness No. 111.

Rates of rent—

						RS.	A.	P.
Wet rates	..	..	..	..		11	0	0
Dry rates	..	..	..	..		1	0	0
							to	
						1	4	0

Remissions are not granted in this estate. There is also vetti labour for the past 20 years.

Grievances.—(1) There is no such thing as unreserved forests in the estate.

(2) No proper receipts are given for rents paid.

(3) There is no demarcation for patta lands.

(4) No free grazing facilities are given to the ryots.

GANNAVARAM ESTATE.

					RS.	A.	P.
Income	..	..	..	..	14,823	13	3
Peshkash	..	..	..	..	2,206	7	2

Witness No. 117.

1. *Rates of rent*—

Wet rates, Rs. 7 to 12.

Dry rates, Rs. 2 to 3.

Jarib land rates, Rs. 15.

Pullari system and grazing facilities.—The pullari system is existing for the last 20 years. The estate purchases grass at a place 20 miles distant from the village. The ryots must get it home in carts free of charge or else the estate places difficulties in the way of the ryots. For example witness No. 117 (M. Krishnamurthy of Adavi Nekkalam village) did not bring grass free of charge. So the estate demanded a grazing fee of Re. 1 from him although from time immemorial the grazing fee for the cattle was 1 anna per cattle when they stay at home and 5 annas when they go out for grazing along with the herd of cattle.

2. When the goats belonging to this witness were grazing in his own 'poramboke' land, the zamindar impounded them.

3. When the cattle belonging to the ryots strayed into the private land of the zamindar they are impounded. But when the cattle belonging to the estate strayed into the lands of the ryots nothing should be done. This is a great hardship to the ryots.

Forest grievances.—Facilities for the cattle to graze freely in the forests must be given. The ryots must have the right to get timber from the forests, for domestic and agricultural uses. For fuel brought from the forests, an entry is made in the estate accounts as though a fee of half anna or one anna was levied on them. But this is only nominal and not real. When timber is cut and sold to others the estate levies a fine of Rs. 50 on such ryots.

The Government must take the management of the forest, establish village panchayats and confer forest rights on the ryots.

MUSANUR ESTATE, KISTNA DISTRICT.

					RS.	A.	P.
Income	..	..	..	..	13,698	11	1
Peshkash	..	..	..	..	1,480	6	6

Witness No. 121.

Rates of rent.—The witness owns 30 acres of land, 10 acres wet land, 15 acres dry land, 5 acres jarib lands. The rates for wet land are Rs. 4, 7 and 11-5-0. For jarib lands, the rates are Rs. 5-10-0, Rs. 6 and Rs. 31-1-0. The jarib rates were enhanced in fasli 1331. This is evident when the present rates of rent are compared with those in fasli 1316. The rent income of Musanur during various periods are as follows :—

					RS.	A.	P.
At the time of permanent settlement.					2,222	9	9
In the year 1925	..	..	..		11,600	0	0
The present income, i.e., in 1938	—				13,558	8	9

2. *Irrigation facilities.*—For the past 10 years the tanks in the estate are not repaired at all excepting for Peddacheruvu and three other tanks.

3. *Communal lands.*—The estate had communal lands but they were brought under cultivation.

4. *Forest rights*—

Reserved forests—2,000 acres.

Unreserved forests—150 acres

In 1909 the zamindar made some grazing facilities for the cattle and allowed the ryots to get timber from the unreserved forests. But all these rights of the ryots were cancelled and in 1919 in the suits filed, it was made clear that the ryots had no rights in the forests.

The Raja of Telaprolu who purchased this estate has introduced many conditions in the muchilikas and the ryot is compelled to sign muchilikas bearing so many conditions.

The tank beds were assigned on Amakam tenure.

KRUTTIVENNU ESTATE.

					RS.	A.	P.
Income	..	..	..	..	3,949	1	0
Peshkash	..	..	..	..	1,667	3	4

Witness No. 144.

The banjar lands were near the seashore. They were given away for cultivation to outsiders. The soil is sandy. There is no communal poramboke land. The old zamindars used to pay $\frac{1}{4}$ of the cost of repairs to irrigation works. But now even this was not done.

KOWTHAVARAM ESTATE.

					RS.	A.	P.
Income	..	..	..	..	1 221	12	9

Witness No. 135.

In Kowthavaram, there are minor inams. The inam ryots are undergoing great hardships. When there is no yield of crops, the inamdar keeps quiet and when there is good yield in another year, he demands the old arrears too and suits are filed in Courts on account of this.

CHOWDAVARAM AGENCY.

Witness No. 92, Bojji Dora.

1. Rents are very high, and it must be reduced.
2. The tanks must be repaired.
3. Adjacent to our lands, there is forest and the wild animals spoil the crop during the night time.
4. If timber, manure leaves and such other minor produce is taken away from the forests, the estate clerks, forest guards and tanadars demand one or two rupees. The above-said officers unnecessarily molest these people.
5. There is vetti labour (compulsory free labour) in this estate. Neither the zamindar nor the Government officials pay coolie to these poor people for the services rendered by them.
6. The Government must open a bank in this agency. It must advance money to these poor people and take in return the things brought by them from the forests. At present all these ryots are in the grip of the Sowcars.

KATRAVALAPALLI ESTATE.

Witness No. 96, Meka Sitamma, Gonada.

The lands of this witness were sold away for arrears of rent. The witness alleges that she had paid rents. Further the witness says that she is terror-stricken of the zamindar.

MUNAGALA ESTATE.

Witness No. 274, Veladanda Ranga Rao of Munagala estate.

The rates of rent in the estate are very high. There was a private survey for the estate. The present income of the estate is Rs. 1,20,000. There should be jamabandi every year and joint pattas must be separated. The ryot must have the rights in trees; one-sixth of the net produce should be made as rent payable on the land.

Village officers.—The karnams of the village should maintain accounts properly and regularly. There are nineteen karnams in this estate, of which eleven were suspended; one was removed from service and another was dismissed. If the accounts are not written according to the wishes of the zamindar, trouble begins.

Witness No. 275, Tangella Venkadu of Munagala estate.

This witness is a village servant. The village servants are doing services to the zamindar and others without any cash payment. Although these servants are given manyams, the Raja claimed that those lands belonged to him alone.

Witness No. 337, K. Ramayya of Munagala estate.

The witness is a ryot owning 7 acres dry. He complains that the Zamindar is harassing.

GAMPALAGUDEM ESTATE, KISTNA DISTRICT.

Witness No. 260, Kolli Buchayya—A ryot.

The present Zamindar is a minor and he is under a guardian.

Rates of rent—

Wet—Rs. 10, 14.

Dry—Rs. 6, 5.

Irrigation.—Tanks are not in good order. The ryots repair the tanks. The ayacut of the lands has increased from 30 to 40 acres to 100 acres. For wet lands water-supply is from tanks and there are feeder channels for the tanks.

Enhancement of rate.—There is an enhancement of rate (pre-survey rate) from Rs. 4-8-0 to Rs. 23 per acre after survey.

From the dowe accounts read out by the witness the following total demand could be found out—

Fasli.						Demand on the village.		
						RS.	A.	P.
1278	..	..	..	..	..	540	2	0
1307	..	..	..	..	..	1,933	8	1
1342	..	..	..	..	..	6,436	15	3

The difference from 1278 to 1342 is Rs. 5,896-13-3.

There is no extension in the area of cultivation. The taram rates are changed so as to enhance the assessment. The dry rates are also enhanced. The rate for fasli 1304 was Rs. 2-4-0 for dry; but in 1341 it was Rs. 11. The rate is assessed according to the influence of individual ryots.

Remissions.—There is no remission of rents now.

Forests.—Rents are collected from forests also. Cattle are not allowed to graze in the forests. In Lakshmipuram village the forests were decreed and given on cowle to the zamindar's nephew.

In Pattalur village a ryot committed suicide because his lands were taken away from him as reported in "Vahini Patrika". Another also committed suicide by drowning in a well, because his tope was taken away from him by the auctioneers.

They are taking Nuzzaranas when new lands are assigned.

The ryots petitioned to the Collector that the zamindar is taking away lands forcibly from them. The Collector ordered the lands to be returned to the ryots. But this was not done.

Joint Patta.—There is trouble on account of joint Pattas. There is no jamabandi.

Witness No. 264.—Mr. K. Jagannadharayanagar, Manager.

Rents.—From 1900 there was no increase in rent.

Survey.—The estate was surveyed twice, once in 1307 and again in 1340 fasli.

Revenue.—In fasli 1346 the revenue was Rs. 48,192-12-5.

Area of lands.—Dry lands extend to 16,000 acres. Of these 1,010 acres are cultivated in fasli 1346. Patta bandi lands 6,683 acres.

Forests.—There are reserved and unreserved forests. Permits are given to the ryot at four annas per head of cattle.

Witness No. 353—Filed memorandum—Inam witness.

Witness No. 320—Achayya of Gampalagudem Estate.

The witness complains of high rates of rent. He also quoted the rates in Chintalapadu village which belongs to the Government. The witness also spoke about old Tirupur Estate and filed the amarakam register. He pleads for the introduction of Government rates at least. He read out from a patta showing that the estate has increased their kist between fasli 1308 to fasli 1336.

CHAPTER III

MADRAS CENTRE.

1 Karvetinagaram (or Bommarazupalayam).	7 Panagal.	12 Vettavalem.
2 Venkatagiri.	8 Chettinad.	13 Kovilampundi.
3 Kangundi.	9 Thirumalai-Thirupathi Devasthanam.	14 Kirlampudi.
4 Kalahasti.	10 Chinchinada.	15 Thiruthervalai and Govindamangalam.
5 Pamur.	11 Vellanalam.	16 Kachinad.
6 Punganur.		

Introduction.—The Estates Land Enquiry Committee which had its sittings at Fort St. George took evidence of the estates belonging to the Nellore, Chittoor, Chingleput and North Arcot districts. The names of the estates, the districts to which they belong and the total rent roll of their estates, along with the peshkash which they pay to the Government are mentioned below.

NELLORE DISTRICT.

The district is generally flat and low elevation. The eastern portions are comparatively better than the western portions which comprise of wide stretches of barren treeless country. Ref. Statistical Atlas of the Madras Presidency—Pages 445 to 475.

There are four zamindaris in the district—(1) Venkatagiri, (2) Pamur, (3) Chundi and (4) Muthyalapadu. The area of the Nellore district is 8,000 square miles, of which the above said four zamindaris cover an extent of nearly half the district or about 3,538 square miles.

The Venkatagiri Estate falls into two blocks, viz., the southern block comprising the taluks of Venkatagiri and Sulturpet. The northern block of the estate comprises of the Podili and Darsi taluks and portions of the Kanigiri taluk.

The villages of the Pamur Estate are scattered over the Atmakur, Kavali, Udayagiri, Kandukur and Kanigiri taluks. The Chundi Estate is entirely within Kandukur taluk. The Muthyalapadu Estate is in Kandukur and Kavali taluks.

Soil classification.—The soils in this district are black, red and sandy. Black clay is confined to the northern portion of the Kandukur taluk. Red loam occupies most of the rest of the district. The Muthyalapadu and the Chundi Estates have a rocky and gravelly soil which is only fit for dry crops such as cholam and pulses. The conditions in the Pamur Estate are also similar.

Statistical table for fasli 1340. Nellore district.

Ryotwari—2,332,297 acres.
 Minor Inam—197,732 acres.
 Inam (Whole)—426,822 acres.
 Zamindari—2,130,349 acres.

N.B.—Names of the estates belonging to the Nellore district are given below :—

Name of the estate.	Peshkash.			Rent-roll.		
	RS.	A.	P.	RS.	A.	P.
Venkatagiri (Nellore district)	3,23,792	2	8	12,83,231	4	7
Venkatagiri Guntur district)	44,919	12	6	1,63,091	4	1
Pamur	34,219	9	10	1,27,894	4	5
Chundi	13,614	10	7	51,120	3	9
Kondur	2,482	12	10	14,747	8	1
Veeraraghavunikota	2,008	6	0	7,635	8	7
Utukur	888	2	4	2,852	15	11

CHITTOOR DISTRICT.

The district of Chittoor was constituted with effect from 1st April 1911. It comprises the taluks of Chittoor, Palmaner and Chandragiri transferred from the old North Arcot district and of Madanapalle and Vayalpad transferred from the old Cuddapah district as well as the zamindaris of Punganur, Kalahasti and Karvetnagar. The District covers an extent of 5,904 square miles. Ref. Statistical Atlas of the Madras Presidency—Pages 551 to 571.

The Eastern part of the district consisting of the Chittoor and Chandragiri taluks, the Karvetnagar zamindari and a portion of the Kalahasti zamindari is much cut up by the spurs from the Eastern Ghauts, which bound the district on the north. Owing to the innumerable hills in this part of the district there are great many jungle streams.

Soil classification.—There are three classes of soil (1) Regada (black), (2) Lal (red) and (3) Masub (mixed). The black is again subdivided into clayey, loamy and sandy, and the red into loamy and sandy. There is much fertile loam in the Karvetnagar zamindari. That portion of the district which lies above the ghauts may be said to constitute the famine zone of the district.

Statistical table for Chittoor district, fasli 1340.

Ryotwari—1,727,826 acres. Inams (whole)—594,067 acres.
Minor inams—106,894 acres. Zamindari—1,350,079 acres.

Names of the estates of Chittoor district that gave evidence before the Committee.

Name of the estate.	Peshkash.			Rent-roll.		
	RS.	A.	P.	RS.	A.	P.
Punganur	66,687	14	7	2,86,695	9	6
Karvetnagar .. .	13,049	15	8	74,992	4	4
Bangari	11,647	9	0	42,655	1	1
Chettinad—						
Karvetnagar and 54 villages	8,798	5	0	30,983	0	2
Settivanattam	477	1	0	1,154	15	9
Jadabapanapalle	83	9	0	466	4	6
Kalahasti	2,336	0	1	25,894	9	0
Alathur .. .. .	....			4,170	3	6

CHINGLEPUT AND NORTH ARCOT DISTRICTS.

The estates belonging to the Chingleput and North Arcot districts that tendered evidence before the Enquiry Committee are eight in number. The total rent-roll with the peshkash which they pay to the Government are entered against the names of the estates.

CHINGLEPUT DISTRICT.

Name of the estate.	Peshkash.			Rent-roll.		
	RS.	A.	P.	RS.	A.	P.
Kachinad Estate and 204 villages (Tiruvallur taluk)	51,611	2	7	1,69,511	2	11
Tiruvur	7,785	14	7	24,123	15	10
Mambalam	619	8	1	2,520	4	1
Chinnakavanam	365	12	9	1,248	10	1
Jagannadhapuram	348	15	3	1,618	8	8

ESTATES BELONGING TO THE NORTH ARCOT DISTRICT.

Name of the estate.	Peshkash.			Rent-roll.		
	RS.	A.	P.	RS.	A.	P.
Arni Estate	5,015	5	3	2,61,572	0	0
Kangundi	2,870	6	7	10,126	0	0
Vettavalem	33	0	0	11,645	9	4

In the Madras Centre the Estates Land Enquiry Committee gave a further opportunity to the estates belonging to all the districts of this Presidency to tender any additional facts or evidence pertaining to their estates. This opportunity was made use of by the zamindars and ryots belonging to the following estates :—

Bobbili Estate	} Vizagapatam district.
Madgole Estate	
Parlakimedi Estate	
Baruva Estate	

Kistna district.

Name of the estate.	Peshkash.			Rent-roll.		
	RS.	A.	P.	RS.	A.	P.
Vuyyur, I	659	8	0	....	
" II	546	14	0	3,973	0	11
" III	14,281	13	5	Vuyyur I and III and Medur Estate.		
Medur	8,080	2	5	1,66,286	15	1
Mirzapur	6,983	5	6	48,670	13	6
Munagala	4,610	10	7	1,25,679	13	3
Gampalagudem (East)	1,718	6	9	34,357	5	7
" (West)	880	15	5	16,415	0	3
Rajupeta	335	9	2	3,618	4	2

Name of the estate.	Peshkash.			Rent-roll.		
	RS.	A.	P.	RS.	A.	P.
<i>East Godavari District.</i>						
Pithapur	22,234	12	2	1,03,698	7	6
Jaggampeta, A	8,525	6	9	75,335	13	10
Kapileswarapuram	2,518	13	5	14,248	11	8
Kirlampudi, A-1	8,507	14	7	40,815	8	2
Kirlampudi, B						
<i>West Godavari District.</i>						
Ellamaru	20,936	9	5	72,740	2	11
Chinchinada	780	14	5	2,943	8	4
<i>Trichinopoly District.</i>						
Kattuputhur	16,211	3	1	34,877	14	11
Udaiyarpalaiyam	665	9	5	1,86,020	5	3
<i>Tinnevelly District.</i>						
Melmandi	960	6	7	8,303	13	4
<i>Ramnad District.</i>						
Sivaganga	2,53,057	5	2	11,37,146	13	8
Seithur	12,552	10	7	1,00,107	6	10
Govindamangalam	1,184	6	9	7,022	4	4
<i>Madura District.</i>						
Saptur	8,809	11	9	68,848	4	11
Idaiyakottai	6,981	0	0	35,464	13	6
<i>Tanjore District.</i>						
Papanad	3,985	11	8	50,142	0	0

KARVETINAGARAM ESTATE.

Witness No. 284, Mr. Poondi Periyandi Reddi, Thiruttani taluk, Chittoor district.

(1) The rates of rent are very high. The yield from the land is very low.

(2) *Irrigation*.—The tanks are in disrepair. There is no continuous water-supply from the tanks.

(3) *Forests*.—The forest is under the management of the estate. Cattle is not allowed to graze. A fee is levied if fuel is removed from the forests.

Finally the witness pleads for the levying of rents as in Government areas.

Witness No. 302, Thota Munuswamy Chetti, Narasimhapuram, Karvetinagaram Estate.

Irrigation.—There is no continuous supply of water for the land throughout the year.

Rent.—The rates of rent are very high. For wet lands although there is no supply of water regularly, the same wet rates are collected. Remissions are not granted. Pattas and receipts are not given regularly.

Witness No. 346, Evidence of this witness, was presented in the shape of a memorandum.

THE BOMMARAJUPALAYAM ESTATE ALIAS THE KARVETNAGAR ESTATE.

(Originally in the North Arcot district ; now in the Chittoor district.)

This estate is situated in the Puthur and Tiruttani Deputy Tahsildar's Divisions. The area in square miles is—

				SQUARE MILES.	(See column 1 Statement No. 1 of the Gazetteer of Chittoor District, Volume II, 1928.)
Puthur division	..	..	..	542	
Tiruttani division	..	..	..	401	
Total	..	..	..	943	
				ACS.	
Area of the estate in acres by survey	..	..	..	603,507	
				GUNTAS.	
Total Beriz—					
Dry (punja)	..	..	..	1,102,205-6-4/16	
Wet (nanja)	..	..	..	506,603-15	
Total	..	..	..	1,608,809	

Columns 8 and 9 of the abstract statement of the resources of the Bommarajupalayam Zamindari for the years 1206 to 1209. Submitted by Stratton on 14th July 1801, pages 280 to 285 of North Arcot District Records, Volume 24, Madras Record Office.)

The conversion rate for a gunta works out to 0·37 of an acre or 37 cents while according to paragraph 86 of Stratton's Report a gunta represented a square with a side of 64 feet of the village God of Namvaram. Taking this foot to be no more than a human foot, the standard of 64 feet is less than a gunta's chain of 100 links which is 66 feet. According to this a gunta must have measured about 10 cents or less than 10,000 square links in the survey parlance, every 1,000 square links representing a cent.

Such a gunta of land now according to conversion is 37 cents.

(See columns 24 and 25 ibid.)

		GUNTA.	TIRVAI (S. P.)
Ayan punja	.. .. .	532,371·4-4/16	19,742·13-5/16

The rate for gunta of dry works out to 2 annas for 37 cents. This works out to less than 6 annas per acre.

(See columns 26 and 30, ibid.)

		GUNTA.	TIRVAI (S. P.)
Ayan nanja	.. .. .	313,046·14	49,801·10-4/16

The rate for gunta of wet works out to As. 8-11 for 37 cents of wet according to survey. This works out to about Rs. 1-8-0 per acre.

Calculation sheets are attached.

Below are given for comparison the rates of rent now prevailing in the several parcels of the estates now in several enjoyment. The estate was split up and sold for debts incurred before the passing of the Impartible Estates Act.

Calculation sheet.—I. Conversion rates for a gunta at permanent settlement with the extent according to present survey.

Divisor	Dividend	Quotient.
Survey area in acres—		
1,608,809)	603,507·00	(0·37
	482,642·7	
	<hr/>	
	12,086,430	
	11,264,663	
	<hr/>	

II. The rate of assessment for a gunta of dry land at permanent settlement which is 37 cents according to survey.

(S.P.)—

$$19,743 \times 3\frac{1}{2} = \text{Rs. } 68,100$$

Divisor	Dividend	Quotient.
532,371 (Guntas)	) 68,100	(0-2-0
	16	
	<hr/>	
	10,89,600	
	10,64,742	
	<hr/>	

III. The rate of assessment or tirvai for a gunta of wet land at permanent settlement.

(S.P.)—

$$49,801 \times 3\frac{1}{2} = \text{Rs. } 1,74,304$$

Divisor	Dividend	Quotient.
313,047)	1,74,303	(As. 8-11.
	16	
	<hr/>	
	27,88,848	
	25,04,376	
	<hr/>	
	2,84,472	
	12	
	<hr/>	
	34,13,664	
	34,43,517	

The uncultivated extents at the time of permanent settlement—

		GUNTAS.	
Col. 8	Total punja, ordinary ..	..	1,102,205
Col. 21	Deduct punja, inam ..	..	211,168
		Net ..	891,037
Col. 24	Deduct ayan punja ..	..	532,371
		Net, i. e., uncultivated but assessed dry land available for cultivation.	358,666
Similarly for nanja—			
Col. 9	Total nanja (wet) ..	..	506,603
Col. 22	Deduct inam wet ..	..	107,153
		Net ..	399,450
Col. 26	Deduct ayan nanja ..	..	313,046
		Net, i. e., uncultivated but assessed wet land available for cultivation at the permanent settlement.	86,404

The area under holding at permanent settlement compared with the area under holding cropped in faslis 1335 and 1340 in the Puthur and Tiruttani (Deputy Tahsildar's Divisions) which constitute the Karvetnagar Estate including the inam villages.

The area by survey in acres is as follows :—

		Puthur. Col. 4.)	Tiruttani. (Col. 5)
		ACS.	ACS.
Whole inam ..	..	335,298	25,438
Zamindari ..	..	146,146	96,626
Total ..		481,444	122,064
		122,064	
Grand total ..		603,508	

This area comes very nearly to the area of the estate by traverse.

The net area cropped in fasli 1335 according to the statement—

		ACS.
Puthur ..	..	36,245
Tiruttani ..	..	46,762
Total ..		82,007

Below will be given the areas under holding in the ayan villages of the zamindari for comparison with the above figures for fasli 1335 which, of course, are taken with a large margin of error—

		GUNTAS.	ACS.
Ayan punja under holding and cultivation at permanent settlement.		532,371	= 197,077
Ayan nanja ..	..	313,046	= 115,827

The comparison shows clearly that cultivation has not at all expanded but actually declined since the permanent settlement on account of high rates of rent levied by the zamindar who became heavily indebted and lost his estate by sales in court.

VENKATAGIRI ZAMINDARI.

					RS.	A.	P.
Peshkash	...	...	...	...	3,23,792	2	8
Total rent	...	...	...	...	12,83,231	4	7

HISTORY OF THE ESTATE.

This estate had been held under feudal tenure before the permanent settlement in 1802. The letter of Lord Clive, Governor of Madras, dated 24th August 1802, printed on pages 720–723 of the Nellore District Manual by Mr. Boswell shows distinctly that the peshkash imposed upon the estate represents the cost of maintaining the army in field, minus certain duties like the sayer abolished. And that out of the total revenue of the zamindari the balance of revenue remaining after paying the peshkash was assigned to the zamindar and that he was released from his military obligation to the state from the date of the settlement. The method of assessing the peshkash is given in the following paragraph of Lord Clive's letter.

“The relief your finances will derive from the disbandment of your military peons with, according to the accounts furnished by yourself, be equal to pagodas 1,27,323 independently of the discontinuance of charges of ammunition, military stores, garrison and forts, and independently also of the revenue to be produced on the reversion of the lands now held by your amaram and kattubadi peons. I have, therefore, resolved to fix the equivalent to be paid by you in money at the sum of pagodas 98,327, exclusively of the establishment peshkash, but it being my intention to reserve in the hands of the company the administration of the revenues derived from sayer, salt and spirituous liquors, I have deducted from your commuted equivalent the total amount of these branches of revenue being, according to the accounts furnished by you, star pagodas 8,942 per annum so that your payment will, in future, be fixed as follows:—

						STAR PAGODAS.
Equivalent for military service	...	...	...	...	...	89,385
Established peshkash	...	...	...	...	...	21,673
Total						1,11,058

The above sum being the total amount of the public demand for your portion of the expenses of general protection, I transmit to you, under the seal and signature of the Governor in Council, a Sannad-I-Milkeut istimrar, fixing the said sum of star pagodas 1,11,000 to be the permanent contribution of your zamindari under the heads.”

						STAR PAGODAS.
Salt	...	...	...	...	...	1,067
Sayer	...	...	...	...	...	7,000
Spirituous liquor	...	...	...	...	...	885
Total						8,952

Please see for details of the gross beriz of the Venkatagiri zamindari the expenditure of the military establishment in men and money and the tribute paid to the sovereign power, the permanent assessment proposed to be demanded and the surplus or the remaining revenue assigned to the zamindar, the statement number XI appended to Stratton's letter to the President and members of the Board of Revenue, Fort St. George. This statement clearly shows that the *revenue* remaining after payment of the peshkash was assigned to the zamindar.

A perusal of the history of the tenure of ryots in Nellore given in pages 477 to 478 of the Nellore District Manual by Boswell shows that the “Kadim” ryots were hereditary permanent farmers of the village and could not be asked so long as they paid their public dues. The kadims are the ancient inhabitants. They were responsible for the cultivation. It was with them that the Government settlement was made. To them any advantage resulting therefrom accrued as a right and they were liable for the whole assessment. In 1801, about two-thirds of the cultivation was carried on by kadims and only one-third by the Payakaris-Payakari, means a sower on account of another; but it

seems hazardous to conclude the affirmative on the ground of the kadims being hereditary cultivators inasmuch as ryots possessing hereditary right of occupation without property in the soil are found in almost all parts of India. Such property if it ever existed in the case of kadims could scarcely have completely passed away without leaving a trace of its former existence; and the position of the kadim with regard to the soil seems exactly similar to that of the "Khad Kasht" cultivators of Bengal (Khad Kasht—Sower on his own accord).

A perusal of paragraphs 32 to 39 of Stratton's letter, dated 14th July 1801, to the President and members of the Board of Revenue, Fort St. George (constituted in 1785 with Governor as the President) shows that the management of the districts under the zamindar had long been and continued (up to the date of the report) extremely corrupt and defective owing to the poligar's utter incapacity for any business, that the ryots were imposed upon by the subordinate revenue staff by extorting more than the due share (vide paragraph 38).

Paragraph 37 says as follows:—

"The tyranny of the Woontudars over their ryots has induced several to emigrate from the Sugatoor and Pollor Purgannahs which has impoverished to a serious extent the resources of that valuable portion of the zamindari."

The above extracts are enough to prove that under such circumstances of penalty, corruption and fraud on the part of the officials there could have been no saleable right or property in the *land*. The remarks in the District Manual about the rights or property of the kadim inhabitants in respect of the land cultivated by them have no justifiable basis and that the inhabitants continue to cultivate the land without being able to get people to take their lands and the zamindars were not able to get other people to cultivate because cultivation did not pay and the ryots emigrated to other parts on account of it.

AREA OF THE ZAMINDARI.

The area of the estate is given as 2,117½ square miles (page 12 of the District Manual). The area in acres of the estate is 1,354,040 acres. (See column 2 of No. I statistics of area and population printed on page 742 of the District Manual.)

This estate has 730 inhabited villages together with 617 inhabited hamlets. (See the statement on page 760 of the District Manual.)

At the time of the permanent settlement the estate proper included what were then known as districts, namely, Venkatagiri, Poloor (now known as Soloorpetah Deputy Tahsildar's division), Darsi and Podili, not to speak of the scattered villages in the Government taluks of Nellore, Gudur, etc.

In the absence of information or records to show the extents under cultivation or liable to be cultivated under wet and dry at the permanent settlement there is no room for calculating the conversion rates. Gorru is the standard of land measurement in this zamindari. Even this standard varies from the description of the standards prevailing in the northern and southern districts given in paragraph 30 of Mr. Stratton's letter to the Board of Revenue (page 6). In the southern purgannahs the area was measured by a rope of 96 feet which is roughly 1½ guntas chains at survey. A gunta is equal to 96 × 96 square feet which is described as 96 men's square feet. This comes to 1,024 square yards. Twenty-four guntas make a gorru, i.e., 24 × 1,024 square yards—24,576 square yards. This gives 4.9 acres by survey approximately. But the real conversion rate cannot be had as stated above.

In the northern districts the area was measured by a rope of 64 feet, which is 2 feet less than the guntas chain. A gunta was the extent of land measuring 64 × 64 square feet. It is a bit less than 10 cents by survey. Fifty guntas make a gorru. So a gorru comes to between 4 and 5 acres.

AREA UNDER CULTIVATION AND FORESTS, ETC.

	ACS.
The total extent by traverse	1,354,040
Deduct reserves and unreserves including waste according to the estate evidence	2,00,040
	<hr/>
	1,154,040
	<hr/>

The above net acres represents the cultivated and cultivable area, excluding reserves and unproductives.

In the absence of definite estate evidence, as to the area cultivated wet and dry, no inference can be drawn.

THE RATES OF RENT.

At permanent settlement for each gorru in the case of dry land and for each thoom of paddy land are given under paragraph 31 of Mr. Stratton's letter. In the absence of conversion rate for want of details no inference can be drawn as to the measure of land tax at the time, even taking the rough extent in acres of a gorru of land, the assessment at the permanent settlement as compared with the rates now prevailing in the estate.

On dry land, on a dry gorru, ranged from annas 8, to pagodas 2 annas 8, with several intermediate rates. The highest rate gives about 2 rupees an acre by survey, that is, 2 pagodas 8 annas for a gorru. The lowest comes to about 7 annas for an acre by survey.

The present rates in the estate according to the estate evidence range from about 6 annas to Rs. 50 an acre. The largest extent being under 6 annas to Rs. 6 and above per acre.

At Permanent Settlement the Revenue on paddy land was fixed at a certain rate for each thoom—the rates vary from 10 annas to 8 pagodas a thoom. The heaviest rate of 8 pagodas per thoom obtained in the Darsi taluk which is near Guntur and Kurnool districts. Darsi is mostly a sea of infertile, sandy, light and black soils. The wet cultivation in that taluk is like an oasis in the desert, ignoring this rate of 8 pagodas per thoom a luxury rate in that famine area, the next highest rate obtained in Marella portion of the estate which is 4 pagodas a thoom. Even this is also an abnormal rate and must have been confined to a few acres cultivated with the sugarcane, betel leaves, etc. The statement shows no wet cultivation at all in Sugatoor, Poloor Pellore, and Kocherlakota Purgannahs. In the Venkatagiri Purgannah the wet rate varies from 10 annas to 1 pagoda 4 annas per thoom.

This statement clearly shows that the wet cultivation in the Venkatagiri zamindari was not extensive at the permanent settlement. The prevailing rates range from about a rupee to Rs. 20 an acre.

Mulam or *well-fed* double-crop land. The rates vary from about a rupee to Rs. 25 an acre.

Garden, tank-fed single crop. The rates vary from 1 rupee to Rs. 11 and above.

Garden tank-fed double crop. The rates of rent are given in the evidence as ranging from 6 annas per acre to Rs. 11 and above per acre.

Against the above rates of rent prevailing in Venkatagiri zamindari, will be shown in Juxta position the rates of rent prevailing in the Nellore Ryotiwari lands. These figures are given on pages 25 to 30, volume II Gazetteer of Nellore District 1929 edition.

DRY RATES OF ASSESSMENT. —

Rate of assessment per acre.				Total area in the district.	Rate of assessment per acre.				Total area in the district.
RS.	A.	P.		ACS.	RS.	A.	P.		ACS.
0	4	0	..	3,161	1	11	0	..	36,809
0	7	0	..	18,190	1	15	0	..	11,541
0	9	0	..	15,644	2	4	0	..	15,941
0	11	0	..	38,974	2	8	0	..	5,144
0	13	0	..	47,100	2	13	0	..	8,275
1	0	0	..	11,571	3	6	0	..	2,429
1	2	0	..	24,934	3	15	0	..	654
1	6	0	..	60,909					
									300,620

Of the above total extent only 21,983 acres only bear assessment of over Rs. 2 per acre ; about 125,000 acres bear assessment at rates one rupee and below.

Out of the total extent of 208,347 acres about 75,000 acres are under Rs. 6 and below; about 116,000 bear assessment at rates ranging from Rs. 6-4-0 to Rs. 7-11-0 per acre; about 11,000 acres bear assessments at rates ranging from Rs. 7-11-0 to Rs. 9-8-0 per acre.

These wet rates are only for the first wet crop. No charge is made by Government for garden or other crops raised with the aid of private wells.

A comparison of these rates of assessment obtaining in the Government areas with these shown as prevailing in the Venkatagiri estate clearly carries conviction by way of reducing the rents to the levels obtaining at the permanent settlement and the zamindar is bound to obey the laws and regulations made by Government in above direction according to the regulations passed in 1802.

VENKATAGIRI ESTATE.

Rents in :—

Three grades of assessment—

- (1) at the rate of Rs. 11 per acre;
- (2) those that pay above Rs. 11 per acre; and
- (3) those that pay above Rs. 20 per acre.

Fixed grain rent land.—Total acreage of such lands is 2,925. This system exists only in fourteen villages.

Betel leaves are assessed at Rs. 70 per acre. The present Raja had reduced this rate by 50 per cent, at the time of the accession and by 40 per cent on all the other assessments.

Turmeric cultivation.—Assessment is Rs. 30 per acre. Each acre yields ten putties and the price per puttie is Rs. 25. Water required for nine months throughout. There are two types of assessment for turmeric: Rs. 34-12-6 per acre and Rs. 26 per acre.

The Kasuri system.—Once in three years whether the ryot cultivates turmeric or not he must pay the turmeric rate. *The ryots consider this as an enhancement of rent.* The legality of this assessment is pending judicial decision. *Only 20 per cent or 25 per cent of the total area is under turmeric cultivation. Yet the assessment is levied on the whole area once in three years.* This system is found since the days of the permanent settlement or ever prior to it.

The existing rates of rent are prevailing since fasli 1234, i.e., A.D., 1825, 1903 and 1908.

Irrigation works.—Five hundred and ninety-eight major water sources in the estate. Total wet ayacut is 82,000 acres. Total assessment on it is Rs. 5,12,000. The State has got competent engineering staff since 1921.

Sub-leases.—The Diwan filed 70 or 80 muchilikas to show the relationship of the ryot and the under-tenant.

In muchilika No. 8. *Condition . . . provision for Aminchi labour.* Muchilika No. 16—Rate at Rs. 89 per acre.

These rates are quoted just to show that the basis of assessment had completely changed. The rates of assessment in fasli 1211 are :—

- 55 per cent zamindar's share, page 477 of Boswell's Manual.
- 41 per cent ryots' share, page 477 of Boswell's Manual.
- 4 per cent village fees, page 477 of Boswell's Manual.

Page 504 of Boswell's Manual refers to the classification of survey land made by Mr. Travers. It was found that the sircar's share was 55 per cent. This was later on commuted into money.

Page 103 of the Manual of Administration of Madras Presidency gives the rates in 1858 A.D. The rates are 50 per cent gross produce for wet lands and 33 per cent of the gross produce for dry lands.

In 1864 Sir Thomas Munro changed the 50 per cent gross produce into 30 per cent gross produce which is equal to 50 per cent of the net produce. Thus the Government changed their basis of assessment from 50 per cent of the gross produce to 50 per cent of the net produce.

The high rates of rent in zamindari areas are due to the decrease in the assessment of the Government lands only.

Stratton's register gives an account of the resources of the zamindari.

Pasture and pasturage fees.—Land available for pasture is 427,540 acres 57 cents. Pasturage fees is Rs. 63,418-1-5. Reserve forest area: 90,000 acres. Of this, 35,000 acres is set apart for grazing.

V. Vedanthachari, Assistant Diwan of Venkatagiri estate.

The Venkatagiri estate consists of 669 villages and 204 aghahams. The aghahams paid jodi to the estate.

The last column in the first statement :—

(a) consists of those cases where an assessment of Rs. 11 is paid. In 985 acres of wet the assessment is Rs. 13,041.

(b) The next is above Rs. 11 the extent of which is 312 acres and 51 cents; and

(c) The next higher rate is Rs. 20 for 84-25.

Wet extent and income.—So for a total wet extent of 75,667 acres, there are about 985 acres which are paying in excess of Rs. 11. These 985 acres are assessed at Rs. 13,041. This is out of an assessment of Rs. 4,81,000.

Grain rent villages.—A few villages in the headquarters taluk are fixed grain rents. The acreage under fixed grain assessment is 2,925 acres and 66 cents, giving a grain yield of 574 putties 12 Thoomus and 11 Muthas to the estate. This system has been practically given up. It exists in four villages of Polur taluk, 10 or 12 villages in Venkatagiri taluk.

Betel is grown in two villages. The total extent for which Rs. 70 per acre is got, is 1 acre and 50 cents in one village and 59 cents in another village. One acre of betel cultivation will fetch Rs. 600 or Rs. 700 per acre. The expenses will come to Rs. 200.

The present Raja reduced the rates by 40 per cent and 50 per cent.

At the time of the installation of the present Raja in October last, he reduced the rate for betel cultivation by 50 per cent and on other crops by 40 per cent.

In Pellur which is the next taluk in Ongole district, the four villages which have their cropwar rates are stated. Originally the whole holding was used to be charged for at cropwar rates, though a portion of the land was cultivated, but later on, it was altered. This gave rise to *karatakavalu*. It is as follows :—

One acre under turmeric cultivation yielded 10 putties; 1 puttil price Rs. 25. Water required for 9 months.

The area which was grown with turmeric used to be fenced with bamboo plantation which in turn gave some income to the ryot. On areas where only bamboo cultivation was done, only dry rates were levied.

Each acre of turmeric would yield about 10 putties of turmeric and one puttie would mean Rs. 25. Deducting about Rs. 50 for costs of cultivation, the balance of Rs. 200 would go to the ryot. And he pays an assessment of Rs. 30 for this.

Two rates of assessment.

There are two different rates of assessment for turmeric, viz., Rs. 34-12-6 and Rs. 26. Total extent is 5 acres 25 cents.

The Kasuri system.—The ryots are of opinion that this advice for enhancement of rent.

The Kasuri system.—Once in three years, whether the ryot raises turmeric or not he would be charged at that rate. Whether this is legal or not, is pending judicial decision. The ryots are of opinion that this Kasuri system is an enhancement of rent. So they are objecting.

Though the whole area is not cultivated with turmeric the whole area is to bear the assessment.

Answering a question of B. Narayanaswami Nayudu "Is the total area to bear the higher assessment or does the turmeric cultivated area alone?", The Diwan replied that the entire area has to bear the turmeric rate, once in three years. This system is existing from the days of permanent settlement and even before.

Turmeric is grown only in 20 to 50 per cent of the whole area, yet the whole area is charged at the turmeric rate.

History of the fixation of rents in the estate.—In his statement the Diwan has given detailed statements of all the villages in the 10 taluks. In some portions of the estate, the existing rates have been prevailing since fasli 1234. Some in 1870, 1903 and 1913.

The next statement is an abstract of waste lands assigned since 1908.

Irrigation works.—The next statement contains information regarding irrigation works. There are 598, major water sources for the estate, the total wet ayacut is 82,000 acres bearing an assessment of Rs. 5,12,000. The next statement shows the expenditure incurred in maintaining the civil irrigation works fasliwar for the last ten years. The estate has got a competent engineering staff since 1921. Some new irrigation works had been started.

Sub-leases.—The Diwan has filed 70 or 80 muchilikas by which the rates of rent and the relationship that exists the ryot and the under-tenant will be known.

Muchilika No. 16 should be seen where the rate is Rs. 89 per acre. The conditions in these sub-leases are also peculiar. In muchilika No. 8 there is a condition for *aminchi* labour. The committee should note that the rate of interest provided in these sub-leases is 25 per cent or 4 munthos per thoom.

The dewan has filed 600 sale-deeds effecting the Venkatagiri estate. The price per acre varies from Rs. 400 to Rs. 1,200. Value of land.

The highest rate of rent prevailing in these lands is Rs. 9 and the lowest Rs. 4. Normally the rates will be Rs. 6 or Rs. 7.

Agraharams.—There are about 200 agraharams. Statement No. 15 shows the prevailing rent there. The rates in 105 or 106 agraharams are filed.

Statement No. 16 shows the rates of quit-rent and service inams in the estate. Until Act II of 1894, these inams paid nothing to anybody. Act II of 1894.

Statement No. 17 shows the ordinary dry rate in Venkatagiri estate is lower than dry rate in the neighbouring Government area, but the wet rate is a rupee more in some cases. On the whole they compare favourably with the rates in the Government villages.

Statement No. 18, is with regard to the assessment in fasli 1211, in the ryotwari areas. (Page 503 of Boswell's Nellore District Manual.)

Statement No. 19 deals with the figures, i.e., rates fixed in the settlement of 1873.

Statement No. 20 deals with rates generally fixed in the Nellore district.

Statement No. 21, deals with pasture lands in Venkatagiri estate.

Mr. Mahboob Ali Baig asked the Dewan why he is mentioning all these rates: The Dewan said: To show that the basis of assessment had completely been changed. The share of the Government in fasli 1211 was 11 in 20 or 55 per cent, and that of the ryots' 41 per cent. The zamindar's share is 55 per cent and the rest towards the payment of village fees. (Refer page 477 of Boswell's manual.)

Page 504 of Boswell's manual refers to the survey and classification of land made by Mr. Travers. It was found that the Sircar's share was 11 in 20 or that this amount was later on commuted into money. Mr. Traver's classification of land and survey.

There is also evidence to show that the Government share was more than 11 in 20. (Page 103 of the Manual of Administration of Madras Presidency, dealing with revenue settlements). The same page gives the rates in 1858: The rates were 50 per cent gross produce for wet lands and 33 per cent for dry lands. Later on, in 1864 Sir Thomas Munro changed the 50 per cent gross produce into 30 per cent gross produce which is equal to 50 per cent of the net produce. Thus the Government changed the basis of assessment from 50 per cent gross produce to 50 per cent net produce.

The Dewan's point is that the higher rates prevailing in the zamindari are not due to the increase in the rate of rent by the estate but to the decrease in the Government rates. The higher rate in the estate is due to the decrease Government in rates.

After the rates were fixed on this altered basis in 1870, there were two settlements one in 1906 and another in 1937.

Between the years 1870 and 1937, the Government have twice attempted to enhance the rents which only shows that the prices of foodgrains have gone up. If there is enhancement in zamindari areas, during that period, the reasons would also be the same.

At the time of the permanent settlement, the settlement officers prepared an account of the various resources of the Venkatagiri zamindari and the amounts received in cash and grain, with reference to each village. The resources of the Venkatagiri Zamindari were prepared at the time of the permanent settlement by the Settlement Officers.

The witness has made reference to Stratton's register. It gives an account of the zamindari's resources. The village karnam's accounts of the quantity of land under cultivation is not known. That is why in zamindari areas, it is not possible to obtain an accurate account of land under cultivation.

Income and peshkash.—The total ayan beriz of the Venkatagiri zamindari is 248,318 pagodas 12½ fanams. This is found in the letter of Lord Clive and in the report submitted by the peshkash commissioners. At paragraph 36, it says 'the peshkash is 111,508 pagodas and after paying peshkash the zamindar has 144,511 pagodas.'

Pasturing fees.—Statement No. 22, deals with the extent of pasture and pasturage fees, talukwar. The total extent available is 427,540 acres 57 cents. The total pasturage fees collected is Rs. 63,418-1-5. The average rate per cattle is 3½ annas. The average rate per acre of pasturage fees is 2 annas 5 pies.

Forests.—The total extent of reserve forest area is 90,000 acres out of which 35,000 acres is set apart for grazing. Forest fees.

										RS. A. P.		
Collected for fuel is	..	..	..	..	..	..	..	..	..	0	5	0
										0	0	6
										0	1	0
For other forest produce	..	..	..	..	..	..	..	..	..	0	4	0
										0	0	6
										0	1	0
Dry forest produce	..	..	..	..	..	..	..	..	..	0	8	0
										0	1	6
										0	6	0

Private land.—Statement No. 25 gives the extent of private lands in which the occupancy rights to ryots are given. The total extent of land assigned on this basis is 6,000 acres.

Statement No. 27 gives the extent of subdivision effected in each taluk for the last three years which comes to 31,123 acres. Expenditure for doing so is Rs. 11,780-4-7.

“ The ryot was not regarded by the Government as the proprietor of the soil.”

Proprietorship of the soil.
Manual of Administration.

Page 103 of the Manual of Administration of the Madras Presidency—“ The property in the soil vested, at least from times antecedent to written record, exclusively in the Government.”

Page 477 Boswell’s Manual of Nellore district.

Fair rent.—The Government is entitled to half the gross produce. This was so from the earliest times.

To a question put to Dewan, “ You said at the time of the permanent settlement, by virtue of it, the proprietorship was transferred to you,” the Dewan said that if it did not exist before the permanent settlement at any rate the permanent settlement conferred such proprietorship of the soil. “ For all purposes and intents, the zamindar was proprietor of the soil.”

Proprietorship: What it means ?

Questioned as to the meaning of proprietorship the Dewan said “ I have all the residuary rights in the land. If I haven’t conferred any rights the whole thing remains in me; if I have entered into a permanent engagement with a certain ryot I can’t evict him—it is open to the zamindar to have a temporary tenant or a permanent tenant.”

Income at the time of the permanent settlement.—The income of the Venkatagiri estate at the date of the permanent settlement was 2,48,438 pagodas. On that date, i.e., 1801, the grain value was Rs. 29 for putti. So the income was Rs. 9,56,485.

The present revenue demand will be a little over Rs. 10½ lakhs. Jodi and other items will give the zamindar another lakh more.

Ryot’s position after the permanent settlement.—Another proposition is whether the position of the ryot has improved or deteriorated since the time of the permanent settlement. By fixing cash rents the ryot had the benefit of (1) bumper crops and also obtained the benefit of (2) raise in price since 1801, the price of food stuffs had increased by 150 per cent, (3) marketing facilities for the ryots had improved and (4) since permanent settlement up to 1894, all kinds of russums existed. But by Act II of 1894, all those things were stopped.

No more illegal russums since 1894.
Peshkash in 1801.
Peshkash in 1937.

In 1801, the zamindar had to pay only peshkash of 111,000 pagodas or Rs. 3,70,000. Then the road cess came to be levied. The present peshkash is Rs. 4,03,000, the total income from all sources is Rs. 12,80,000 including the cesses, which amounted to Rs. 1,20,000. In 1864, the basis of land cess was altered.

Land and road cesses.—Land cess is levied on the gross produce alone and not on the net. So the Government is conscious that the zamindar’s interest in the land is ½ the gross produce. Cess is as follows :—

										In the rupee.		
										RS. A. P.		
In 1806	..	..	..	..	..	..	..	..	..	0	0	6
Later on	..	..	..	..	..	..	..	..	..	0	1	0
In 1920	..	..	..	..	..	..	..	..	..	0	1	6

Present liability.

So the present liability of land-cess and peshkash comes to Rs. 5,20,000.

Two taluks alone have been privately surveyed. Eight taluks had been surveyed but not settled under the Survey and Boundaries Act.

Compulsory remission should not be given.

Compulsory remission should not be given in bad seasons because the idea in fixing the cash rents takes into account good and bad seasons. Though remission cannot be claimed

yet it had been granted, e.g., in fasli 1336 a remission of Rs. 1,35,000 was given. In faslis 1342 and 1343, the average rate of remission comes to 12½ per cent under the wet assessment. In fasli 1344, remission at the rate of Rs. 1-6 in the rupee was granted.

Years where remission granted.

Some kind of revision in filing suits is necessary. The filing of suits now are expensive.

Revision in the filing of the suits necessary.

Village officers.—Since 1922, the zamindar had no power over the village officers. (Refer—Gazette 2nd June 1931.) By that notification, the village officers were not required to assist in the task of collections. But the present Government have changed the rules and the villages are made responsible to the proprietors of the estate.

Kancha system.

Forest pasturage.—The system is known as kancha. Pasturage is leased out to the ryots annually. When ryots don't come to take these leases, the Palladi system is introduced, i.e., so much for each tenant. Until 1931, when political meetings started, there was no grievance about the kancha system at all. There was slate quarry in Kotakalakat estate and it gives an income of Rs. 2,000.

Slate quarry.

There are 204 agraphams. They pay jodi, annually. The agraphamdars have got occupancy rights due to recent legislation.

Varavadi.—This is a tenure and it remains in the northern taluks. Some ryots are complaining about this tenure.

Tanks.—The tanks in the estate are kept in good condition. The Diwan is of opinion that the present provision of the Estates Land Act are enough by which even a single ryot by depositing Rs. 200 can ask for repairs of the tank. The Diwan is against the Government acting as a Supervising agency on the tanks. Because it will introduce dyarchy in the engineering department.

Paragraph 31 of Stratton's report was read by the Assistant Diwan to show that cropwar system was prevailing. "The rate has been varying with the crops. For one kind of crop, one kind of assessment was made, while for another kind of crop, another kind of assessment was made. The assessment did not depend upon the water available."

Paragraph 31 of the stratton's report.

Assessment depended on the nature of the crop.

The whole basis of cropwar assessment is this. It is based on the waram system. A statement had been submitted by the Assistant Diwan to show when waram rates were commuted into cash payments in all the 639 villages of the estate.

Grazing fees.—For the last 50 or 60 years grazing fees was collected but whether grazing fees was collected before that period, the Diwan is not certain.

Kancha fees were collected from time to time. In former times, there was a nominal auction of these kanchas but that system has been given up. The estate has ordered that only when villagers do not come forward, the lands should be given on lease. Fixed grazing fees are not collected, the kanchas were auctioned. The present grazing fees amount to Rs. 64,000.

The income from the grazing fees before 20 or 30 years was Rs. 40,000 or Rs. 50,000.

The zamindar spends about Rs. 15 or 20 thousands on charity. Average rate of rent for garden crop is Rs. 4-14-0. The highest rate for garden crop is Rs. 74 for betel.

The Diwan said that he is abolishing cropwar rates and introducing flat rates.

Kancha system.—Definition: "All non-cultivated lands excluding the communal lands." About these kanchas, notices are issued to the ryots to come and take leases within a prescribed period notices were filed.

The witness said that he has got a resume of accounts of 1802.

Fasli 1234 was the earliest date when money kist was introduced.

Muchilika No. 3.—In it there is a term which says that even if a land was given to a ryot at a certain rate, if there is competition, the rates may be increased.

There is a term in the patta granted to the ryot that remission will be granted only under certain circumstances. The Assistant Diwan said that he will file papers to show that grazing fees was charged in 1860 and 1870.

Pattas are not transferred every year. It is done once in three or four years.

The accounts of the Venkatagiri estate are not audited by a registered accountant but they are audited by a man who knows the revenue accounts.

The earliest date when the cash system was introduced was in fasli 1234, i.e., 1825 A.D.

In the year 1903, in a few villages which were under the sharing system, a 10-year agreement for cash-rent was agreed and entered into. The agreements will be filed.

Witness No. 268, Chioukula Somasastry, Madanur, Ongole taluk, Guntur district.

Rates of rent.—In the Venkatagiri estate, the rent is levied according to the nature of the crop also, e.g., in lands where sajja, jonna and chama are cultivated, Rs. 5-8-0 per acre is levied. For turmeric and betel leaves cultivation Rs. 69-8-0 per acre is charged. Rates of rent are very high.

Garden rates.—It ranges between Rs. 35 and Rs. 70. There is also further condition, i.e., whether turmeric is cultivated or not, once in three years turmeric rates of rent per acre should be paid.

Prior to fasli 1290, the rates of rent were not so high, e.g., before fasli 1290, turmeric rate per acre was Rs. 8-6-0 but the present rate is Rs. 34-12-6 per acre. Thus the rate of rent has increased to four times the old rates.

The word 'Kasuri' means kist through default and is levied by the estate on the land once in three years whether turmeric is cultivated or not.

Witness No. 277, Mylavareppu Lakshminarayana of Polludu village.

I. Rents.—(1) In Pollur taluk, there were no cash rents in the beginning and the rent was in kind. In fasli 1265, cash rent was introduced by the zamindar.

(2) The reasons for the increased revenue in the village are as follows:—

- (a) Increase in the land are, through measurement which the witness suspects to be incorrect measurement.
- (b) Increase in the old rates of rent.
- (c) By converting dry lands into magali lands and assessing it at the latter rates.

II. Irrigation.—No repairs to tanks are done with the result, that all lands depending for water-supply on these tanks, have become waste. The crops were spoiled on account of lack of good supply of water from fasli 1339 to fasli 1347, with the exception of fasli 1342.

III. Receipts for money payments.—They are not given properly. In some cases the ryot was demanded rent although he had paid it once. If the ryot is careful enough to question such demand, the estate rent-collector keeps quiet. Rent should be collected from January onwards only. There is no regular jamabandi. If wood is taken from the adjoining forests, the estate is levying a fee.

The witness mentioned the following points:—

- (1) The ryotwari rates of rent should be levied. The zamindari rates are high.
- (2) The water-sources must be managed by the Government.
- (3) The collection of rent should be in the hands of the panchayats.
- (4) Joint pattas must be separated.
- (5) There must be a statutory provision for remission of rent.
- (6) Communal lands must be under the control of the villages.
- (7) The ryot must be given the right to get from the forests wood, etc., free.
- (8) There must be jamabandi every year.

Witness No. 278, Duvvuri Balaram Reddi of Mallam village.

I. Rents.—Rents were enhanced from fasli 1283 onwards. The Darmilla lands of this village were given away on the half-gross produce system. After the survey made by the Government in fasli 1344-45, there was a change in the area of the lands. Hence there was a slight increase in rent collections.

The witness again complains against 'Koruvahi' (half-gross produce) system and wants it to be abolished. The rents in this estate are higher than those found in the Government areas which are adjacent to this estate.

II. Irrigation facilities.—If the tanks are kept in good repair at least, there may be good yield of crops. The tank known as 'Mallam cheruvu' is very unsafe. It gets its water-supply from the river Suvarnamukhi. The tank had no repairs usually. Only four years ago the tank underwent some repairs. A good dam should be constructed for this big tank.

Witness No. 279, Mr. Muniswami Reddi of Venkatagiri estate.

The witness said that there was 'Koruvahi system' till fasli 1312. The various stages of increase in rents were traced by this witness—

- (1) In fasli 1323 rents were increased on the plea that the tanks in the estate would be repaired.

Irrigation sources.—The tanks are not repaired but at the time of rent collection the supervisor or overseer gives an assurance that the tanks will be repaired. After the collections are over, they disappear.

General.—Remissions are not granted. Such of those ryots who went against the wishes of the Raja at the time of election would be subjected to serious hardships. This is a great injustice.

Witness No. 292, Mr. Gujjalapoodi Venkatasubba Nayudu of Venkatagiri estate.

The increase in the revenue of the estate was due to (1) high rates of rent and (2) by survey, i.e., in the estate prior to 1305 the mode of measurement was by 'Gorru.' Now the measurement is in acres. One Gorru is equal to 3 acres 12 cents.

The witness quoted the rates of rent since fasli 1283 to 1320 in the Attivaram village.

The tanks are not in good condition due to lack of repairs. The tanks are silted. The estate has not constructed any new irrigation sources. The 'thumulu' in the tanks are in a dilapidated condition.

Relationship between the zamindar and the ryot.—The estate created parties in every village among the ryots and village factions are on the increase. The estate is not allowing the ryots to be united. In the year 1920, a Zamin Ryots' Association was started in Nellore district. The estate is breaking the back-bone by launching criminal proceedings for some fault or other. The estate maintains a register wherein the names of these recalcitrant ryots are entered. However strong the ryot may be if he goes against the wishes of the zamindar, he is dragged to the law courts and teased.

Witness No. 321, Marella Sitaramayya of Uppalapadu, Darsi taluk,
Venkatagiri estate.

I. *Survey.*—In Darsi division there was a private survey only. The Raja bore the expenses. There must be again a Government survey.

II. *Irrigation facilities.*—Since fasli 1233, there was a tank in Uppalapadu village. Its bund had breached and there were no repairs. Instead of dry rates of rent 'Magali' rates are collected. The Government must undertake to repair these tanks and collect the repair expenditure from the zamindar.

III. *General.*—(1) The ryots must have the right to get firewood freely from the forests.

- (2) Until pattas are separated, rent should not be collected.
- (3) The ryots must have all the rights in the trees.
- (4) There must be jamabandi every year.
- (5) The collection of rent must be handed over to the panchayats.

Witness No. 332—K. Subbaraghava Reddy of Tada, Venkatagiri estate.

I. *Rates of rent in Tada.*—Wet rate is Rs. 3-3-3 and Mula Rs. 5 and Rs. 4-12-0. Dry rate is Re. 1 to Rs. 1-9-7. The rates of rent in the zamindari area are not based on any uniform basis.

Remove the discontent amongst the ryots in the zamindari area. There should be no collection of arrears for the past faslis. The zamindars should be enabled to collect the rents of the year by the end of that year only and anything left uncollected should be written off.

The ayacut under the tanks should not be increased indiscriminately unless it is proved that the tank has received such further improvements as to allow for greater ayacut.

The zamindar is permitting the cutting open of the tank bunds for irrigation purposes. This should not be done. The zamindars should be compelled to set apart every year a certain percentage of his total collected revenue for the upkeep of irrigation works. Thus irrigation sources may be kept in good condition uniformly. Free permits should be given to the ryots to graze their cattle according to their actual needs as measured by the ryot's holding. Excess cattle may be allowed under permits at reasonable rates.

Witness No. 335, V. Appana Acharlu of Pothakamuru, Venkatagiri estate.

1. The tanks in the estate are in a dilapidated condition. There are no repairs to them.

2. After the survey, the rents have increased.

3. For Mogali Thotalu there is 'Varavallu.' This is improper and it must be removed.

Witness No. 334, Mr. Gopala Krishnayya, Aravalipadu, Kocherlakota taluk.

This witness spoke about Dasabandham inams 25 years ago, the estate has resumed these lands unconditionally. The estate alone is making the necessary repairs to the tanks.

The witness wants an amendment in the Act relating to Dasabandham inams.

Witness No. 336, Panchagnulla Venkateswara Sarma, President, Taluk Congress Committee, Podili, Venkatagiri estate.

One gorru is 1 acre 12 cents.

The ryots filed a petition for the repairs of tanks but it was not heeded. The rates of rent are increased gradually. The ayacut under the tanks is not fixed definitely. The estate is collecting Pullari, Re. 1 to Rs. 3 in Podili Pedda cheruvu.

KANGUNDI ESTATE.

Witness No. 271, G. Muniswamy Chetti (Secretary, Kangundi Zamin Ryots' Association.

Forest grievances.—The witness complained that the forest is only reserve forest. The villagers had customary right to get fuel from the forest. The Forest Act of 1931 had brought hardship to the ryots.

Witness No. 272, N. K. Viswanadhayya, Vice-President, Kangundi Ryots' Association.

Tanks and tank-beds.—(1) In Surakayalnatham tank the original ayacut under it was only 50 acres, but now the ayacut was increased to 100 acres. He was assuring that the tank would be improved and its feeder sources increased. But those assurances were not fulfilled. The result was that the estate collected wet rates on these 100 acres for the last 30 years at the expense of the ryots.

More than half the tank-bed had been assigned for cultivation on pattas, with the result that there was no wet cultivation at all.

(2) In Kathimanipalli the whole of the tank-bed had been occupied.

(3) Sokadaballi tank also is in disrepair. It had breached 40 years ago and is still in that condition.

(4) The Thotala Cheruvu was repaired by the ryots themselves at a cost of Rs. 3,000.

(5) The Norapalli tank which breached 30 years ago is still in that condition.

Nearly twenty tanks are in disrepair. The zamindar contends that there is no liability on him to repair the tanks because he collects only dry rates for the lands. This matter is pending in the Law Courts.

KALAHASTI ESTATE.

Witness No. 308, P. Subbaraidu, Penumallam.

Rates of rent—

Wet acre—It is classified under four tarams and the rates are—Rs. 17, Rs. 12, Rs. 9, and Rs. 6 according to the taram.

For betel leaves—Rs. 60 an acre.

For sugarcane—Rs. 43-8-0 an acre.

For turmeric—Rs. 23-13-0 an acre.

Irrigation sources.—The tanks were repaired and "Thooms" also were constructed.

Witness No. 349—Submitted memorandum only.

PAMUR ESTATE.

Witness No. 326, Mr. Ramiah, Manager, Pamur Estate.

Pamur estate was originally part of the Kalahasti zamindari. In this estate there are 65 main villages and 32 aghaharams. Pamur estate was purchased in the year 1920 by the present zamindar and he got full control over it since 1924. Money rents were introduced since then. The witness had filed the zamabandi statement for fasli 1251.

The rates of rent are—

Magani gorru—Rs. 75.

Second taram land—Rs. 50.

Fifth taram land —Rs. 20.

One gorru—3 acres 12 cents (according to this witness).

Irrigation sources.—There are 28 tanks. The zamindar is repairing these tanks.

Village officers.—The zamindar must have control over these village officers. The powers which the Rent Recovery Act gave, should be given to the zamindars so that he may have effective control over the village officers.

Forests and grazing facilities.—Firewood can be removed from the forests after getting the permission of the estate by the ryots for their own use.

Grazing fees.—For cows—Re. 0-8-0.

For a calf—Re. 0-4-0

Witness No. 344, filed memorandum.

PUNGANUR ESTATE.

Witness No. 333, Mr. Nagiah of Punganur.

The income of the estate is Rs. 2,00,000. The peshksh is Rs. 90,000.

General.—The estate is not surveyed. Joint pattas are there in the estate, and much hardships is caused on account of them.

Rent.—It is collected although there was a failure of crops. There are no remissions of rent.

Forest.—Pullari is levied even in the unreserved areas. The estate has no right to levy pullari in unreserved forests.

PANAGAL ESTATE.

Witness No. 323, Mr. K. Venkatavaradachari.

The income of the estate is Rs. 39,000.

(1) From fasli 1205 to fasli 1271 cropwar system prevailed in the estate.

The present rates of rent are—

Dry rate—Rs. 14, Rs. 3, Rs. 1-4-0, Re. 1. No wet rates were given by the witness.

(2) *Grazing grounds.*—The estate has grazing fields. No fee is charged when cattle grazed. But the ryots must take permits from the estate for allowing the cattle to graze.

Witness No. 352, filed memorandum only.

CHETTINAD ESTATE.

Witness No. 283, Mr. Nalluri Venkata Raju.

Originally this estate was part of the Karvetinagaram Samasthanam. In the estate, there is a Desabandam tank. It is of no use because there is no water-supply in it. Although the estate does not supply water to the lands, wet rates are levied. The rates of rent in the estate are high.

THIRUMALAI-TIRUPATI DEVASTHANAM.

Witness No. 290, Rao Bahadur K. Venkatrama Nayudu, Narayanavaram taluk, Tirupati Devasthanam.

This witness spoke about Narayanavaram taluk belonging to Tirupati Devasthanam. Narayanavaram taluk consists of 200 villages and the rates of rent differ from village to

village and field to field. In one village "Manipalli" for paddy alone, we have got 16 different rates; for kambu, jouna, aruka and others there are six different rates. The rates have always been with reference to the crop, for there is no rate for land. The rent is in grain and the cost of grain is calculated in cash and collected from the tenants according to the market-price. In another village "Pandurvedu" there are eight different rates for paddy. The rate varies from Rs. 13 to Rs. 25 per acre per crop; and for the second crop the same rate is levied again in the same year.

In fasli 1329 the rates worked out so much as Rs. 70 per acre calculated on the then market rate of paddy. For the dry crops the rates vary from Rs. 3 to Rs. 7 and for garden lands Rs. 7 to Rs. 14.

The rates for crops such as sugarcane, turmeric and tobacco vary between Rs. 12 to Rs. 16. The rates go by the name of *rokkadanyam* (cash and grain) at the rate of 3 annas to 5 annas per gunta and grain $2\frac{1}{2}$ thooms to $7\frac{1}{2}$ thooms for a gunta (1 thoom is equal to 8 measures). These grain rents are inclusive of certain *russums*, for the benefit of a dozen temples scattered in the zamindari. This is an illegal cess and should be abolished.

The rent demand for the year is made six months after the harvest and the ryot is not in a position to check the accuracy of the demand. The rates are so confusive, that the karnams are very often in the habit of changing the incidence of taxation at their sweet will and pleasure. Whatever the karnam notifies and the monigar demands, the ryot has to pay. Every year a large amount of collections is in arrears. The bought-in-lands of the devasthanam is very extensive and fetches a rental of over a lakh of rupees.

Cost of cultivation.—This works up to Rs. 28 per acre excluding the labour of the ryot and his family for ploughing, baling out water, etc.—

								PER ACRE.
								RS.
Manure leaf 6 cart-loads	...	...	...	...	...	...	...	15
Seed grain	...	...	...	...	...	...	...	2
Coolies for transplantation	...	...	...	...	...	...	...	4
Weeding	...	...	...	...	...	...	...	2
Harvesting	...	...	...	...	...	...	...	3
Miscellaneous labour charges	...	...	...	...	...	...	...	2
Total Rs.								28

The rates of rent are very high. That is why much land is left uncultivated in Narayanavaram taluk. The proper rate of rent is what the ryot in the Government area pays. The rates in Devasthanam are more heavy than in Bobbili. The Devasthanam ryot should be placed on a par with the Government ryot.

Irrigation facilities.—There are about 6,000 tanks in the whole Devasthanam. Many of them are in a very bad state. The Government should repair the tanks and ask the zamindar to pay the cost of improvement. In future a small yearly contribution should be made towards "Irrigation fund" by the zamindar and the Government.

The Estates Land Act makes a distinction between wells constructed before 1908 and after it. The Act makes distinction between trees grown prior to 1908 and after 1908. These things cause great friction between the zamindar and the ryot. So those distinctions must be deleted from the Act.

Witness No. 291, Mr. K. Muniswami Nayudu of Vepagunta, Tirupati Devasthanam.

In lands irrigated by water of the wells sunk by the ryots themselves, there should be the ordinary punja rate and not cropwar rate.

Witness No. 342, A. Gopala Reddi, Tiruttani taluk.

Cropwar rate must be abolished. Rents as found in Government areas must be introduced in the Devasthanam. The cost of cultivation comes to Rs. 30-8-0 per acre.

The following cesses are also levied :—

- (1) Sadalavaru.
- (2) Madari Kasubu.
- (3) Devatha Russum.
- (4) Nowkari Russum.

The rent must be collected by the village panchaayts in the months of January, February and March.

CHINCHINADA ESTATE (WEST GODAVARI).

Witness No. 267, Bhandipadu Satyanarayana, Receiver of Chinchinada State appointed by the sub-court.

Rents.—Rents have never been settled up till now in Chinchinada.

The ryots are saying that the rents should be reduced to the level of taxes in Government villages. The rates as settled by the Revenue Officer are lower than the rates prevailing in the neighbouring zamindari lands, inam lands and Government lands.

Now, appeals are pending before the Board of Revenue and the argument of the tenants should not be given any weight.

The tenants say that the settlement by rates ought not to take place, that rents not to be raised and that the old average rental of Rs. 2-8-0 should be continued.

The Revenue Officer fixed the rent taking into consideration the market prices, inam rents and Government rents, at a lower rate.

Appeals are pending from these decisions.

Porambokes.—Zamindars claim porambokes S. No. 20 should be amended so as to definitely state on whom the burden of proof lies. There are no records of porambokes and hence any amount of confusion.

Grazing.—About 200 acres of private land is reserved for grazing purpose.

Joint pattas.—There are joint pattas. This system should go.

VELLANALAM ESTATE.

Witness No. 317, Duraiswami Pillai, Revenue Inspector.

Income.—Total Assessment is Rs. 23,000.

Extent.—Extent of cultivation :

Nanja.

Punja.

Kanies 852-11-0.

Kanies 539-0-0.

Rate.—Punja rate is from Re. 1 to Rs. 3-8-0.

Nanja rate is from Rs. 1-12-0 to Rs. 8-12-0.

Garden lands from Rs. 7 to Rs. 24-8-0.

The witness does not know the Government rate.

VETTAVALEM ZAMIN.

Witness No. 296, Arumuga Goundar of Vettavalem.

Zamin.—The zamindar does not do anything good. The tanks are not repaired.

Nanja rate is from Rs. 10 to Rs. 18.

Punja from Re. 1 to Rs. 20.

Remission.—The Government rates should be introduced.

There must be also remissions like Government.

Survey.—One village is not surveyed and settled.

Patta transfer.—Rupee one should be given to karnam and Re. one to the village munsif. Then only the patta will be transferred.

Assessment.—Total assessment is Rs. 30,000.

Private lands.—The zamindar has private lands. He leases it at the rate of 25 kalams first crop and 12 kalams second crop.

Witness No. 297, Swami Nayudu.

Irrigation.—There are no irrigation facilities. The tanks are not repaired.

Joint pattas.—Lands in the joint pattas are auctioned for the default of another. No demand notice is given before distraint.

We have now formed a ryots' Association.

KOVILAMPUNDI ESTATE.

Witness No. 269, Zamindar of Kovilampundi.

This estate is near Tiruvallur.

The peshkash is Rs. 103.

There are two villages. Attupakam and Kovilampundi. Total extent is 250 acres. Sunnad is given to zamindars who pay more than Rs. 1,500. Witness was asked to submit a Memorandum. The income of the estate is about Rs. 1,000.

Attupakam is a mita with yielding about Rs. 12,000. This zamindar's share being only Rs. 2,000. 5/6 shareholder is Mr. T. Krishnaswamy Ayyangar of Tiruvallur. The cultivators are not able to maintain their holdings and they are selling them to money-lenders.

KIRLAMPUDI ESTATE.

Witness No. 295, P. Gopala Raju, Manager.

Zamindar is Raja Ramakrishna Ranga Rao Bahadur. Owns 11 villages by purchase. Gross income is Rs. 1,35,000.

Enhancement of rent.—The present zamindar came into possession only in 1916. Previous records are not available from 1904 to 1916. Late Raja of Bobbili was managing.

Subsequent to 1916 the zamindar filed enhancement suits. By a compromise an enhancement of $1\frac{1}{2}$ annas was settled as against a 2 annas claims. The extent of lands noted in the karnam's register is unreliable.

Rates.—The rates of rent cannot be definitely stated.

Collection of rent.—There is difficulty in the collection of rent owing to the fall in prices. Difficulties are felt by the ryots. In the matter of collection of rent the procedure adopted by the Government should be allowed.

Litigation.—The estate spends about Rs. 2,000 to 3,000 a year in litigation.

Irrigation.—The tanks are in good repairs.

The estate does not collect anything from ryots for repairs.

THIRUTHervalAI AND GOVINDAMANGALAM ESTATES.

Witness No. 273, Mr. S. Venkatesa Ayyar, Advocate, Mylapore.

Rates.—Witness is the proprietor in Thiruthervalai Estate. The garden gets 47 per cent of the gross income. 20 per cent is given for charity. The ryots are getting 51 per cent of the gross produce.

Irrigation.—The tanks are in good condition.

Extent.—There are three villages and 288 pattadars and there are no troubles in collection. The total extent is about 1,425 acres. The area under cultivation is about 856 acres. The peshkash is Rs. 1,460 and cess Rs. 516.

The income of the zamindar will be Rs. 1,650. The zamindar purchased the estate in 1874 since then and even before grain rent was prevailing.

In Govindamangalam Estate the same conditions prevail. The total income of zamindar is Rs. 7,500, peshkash is Rs. 1,293 and cess Rs. 782.

KACHINAD ESTATE.

Witness No. 280, M. Venkatarama Ayyar, Advocate, Tiruvallur representing the zamin ryots of Kachinad.

Chief difficulty of the ryots are they have to engage a pleader to appear in courts 40 to 50 miles away.

The remedy is that the ryots should be allowed to file a single affidavit by which many of them can appoint a vakil to speak for them.

The definition of the word defaulter in the act should be clarified.

The cases must be decided by the Judicial Officers.

Forests.—Attempt is being made now to restrict the grazing of the cattle in the clearings. The forests are not reserved.

Rates.—Zamin rate is higher than the ryotwari rate. The Government officials must conduct the jamabandi.

At the enquiry held in the Madras Centre, a number of witnesses were examined on behalf of some of the important estates in Nellore, Chittoor and other districts in the neighbourhood of Madras and some came from the distant districts also because they could not find it convenient for themselves to appear in the centres of Vizagapatam or Rajahmundry in the north or Trichinopoly and Madura in the south.

Amongst the estates that offered evidence at Madras were Venkatagiri, Kalahasti, Bommarazupalayam or Karvetinagaram, which were formerly known as Western Polliams before the permanent settlement.

Kalahasti zamindari had been broken into pieces on account of division effected amongst the creditors either through court or by private sales. Similarly Bommarazupalayam or Karvetinagaram estate had left the hands of the descendants of the original Poligars and a bulk of the estate has been purchased by the 'Thirumalai-Tirupati Devasthanam' while about 120 villages have been purchased by the Zamindar of Chettinad and some villages had been scattered into others' hands. Venkatagiri has been the only estate of the Western Polliams that has been in the possession of the heirs and successors of the ancient poligars. Sydapoor which was the fourth of the Western Polliams, now does not exist separately.

With regard to these Western Polliams we have been able to secure from the Record Office registers of village areas, from which we could get the required information to work out the conversion rates for some of the Western Polliams such as Karvetinagaram or Bommarazupalayam.

Witness No. 284 and witness No. 302 are amongst those who spoke about Karvetinagaram or Bommarazupalayam.

Witness No. 284 complained that the rates of rent were very high while the yield from the land was low. He said that the tanks were in bad repairs and continuous water-supply from the tanks was denied. As regards forest he said that the forest is under the management of the estate and the cattle are not allowed to graze and fees is levied if fuel is removed from the forest. Finally the witness says that the rate of rent must be on a level at least with the Government rates in the neighbouring areas.

Witness No. 302 also complained about lack of continuous supply of water and enhanced rates of rent. He added that pattas and muchilikas were not exchanged and remissions were not granted. With the help of the figures that could be gathered from the documents, the conversion rate has been worked out and the statement relating to the same is given above, after the evidence of the witnesses was set out. By a comparison of the rates of rent as they prevail now with the rates that prevailed in the year preceding the permanent settlement, by what limit the enhancement has reached to-day can be seen.

The most important estate that gave evidence before the Committee at Madras Centre is Venkatagiri.

Western Polliams.—Venkatagiri, Kalahasti, Bommarazupalayam and Sydapoor were known as the Western Polliams.

A special Commission was appointed to investigate and report on the territorial resources and military establishments of the abovementioned four estates. On the receipt of the reports, the disbandment of the military forces of these estates was ordered. A Proclamation was issued on 2nd August 1800 under the signature of the Right Hon'ble Edward Lord Clive, Governor in Council, declaring that it was decided by the Government that these estates should be brought under the control of the established regulations and laws of the British Government. For that purpose it was stated that the military establishments maintained according to usage by the said zamindars respectively for the service of the state should be entirely abolished and discontinued for ever. In consideration of the relief given to the said zamindars from the burden and expenditure of supporting the said military establishments in conformity to their engagements, the Government decided to commute the military service of the zamindars of Venkatagiri, Kalahasti, Bommarazupalayam and Sydapoor, respectively into a tribute of ready money to be paid in addition to their peshkash. These zamindars' servants were also called upon to surrender their muskets, matchlocks and pikes and all other military weapons. For every musket, matchlock and pike so surrendered, Lord Clive promised a payment of Rs. 10, Rs. 5 and Rs. 2 for each, respectively.

The next question to be considered with regard to these Western Polliams which became zamindaries after the issue of the sunnads in their favour at the time of the permanent settlement is about their right (1) to enhance rents, (2) to forests, (3) to water-sources and various other points covered by the questionnaire. We shall consider first the question of rents.

The arrangement entered into with the Government by the zamindars is contained in the sunnad issued by the Government in their favour. Sunnud-i-milkeut Istimrar is written on a special form prescribed for these zamindars. A definite arrangement was entered into before the permanent settlement is made and the sunnads issued with special reference to the conditions prescribed therein. Before the permanent settlement is made and the sunnads issued the landholders were told that the sunnads are subject to the conditions imposed on them with regard to the rights of the cultivators. The first condition was that the amount which the cultivator was liable to pay as land revenue should not be fluctuating at the will and pleasure of the landholders. It should be a *definite amount fixed for ever like the peshkash* and such a definite amount should be entered in the patta which the landholder should give to the cultivator. The second condition is that regular

receipts should be given to the ryots for all the monies which they pay. We have discussed at length the importance and the significance of these two terms already. These two terms are embodied in clause 13 of the Kabuliāt or Instrument of Assent and Agreement, issued in favour of the zamindars of Venkatagiri, Kalahasti, Karvetinagar and Sydapoor. Clause 13 of the Kabuliāt runs as follows :—

“ I do hereby bind myself to enter into written engagements with my ryots either for a rent in money or in kind, clearly defining the amount to be paid to me by such ryots individually, and explaining every condition of the engagement, and I will grant, or cause to be granted, regular receipts to the ryots for all discharges in money or in kind made by them to me or for my account.”

This clause 13 of the Kabuliāt contains solemn undertaking given by the landholder to recognize the fixity of tenure and the fixity of rent for ever. Further, the landholder is bound himself under clause 4 of the Kabuliāt to abide by the rules and regulations made by the Government. Regulation XXX of 1802 laid down the rules that the landholder should not make any enhancement of the rent fixed permanently at the permanent settlement. Section 9 of the same Regulation laid down the rule that in cases of any dispute between the landholder and the cultivator about the rate of rent, the Courts should decide on the basis of the rent that had been fixed in the year preceding the permanent settlement. That was the only direction given to the Courts. It was not open to the Courts to go behind it and sanction enhancement on any other basis. The arrangement arrived at the permanent settlement was an arrangement entered into between the Government and the landholder on one side, and the landholder and the cultivator on the other and the cultivator and the Government on the third. The nature of the arrangement has already been explained to be this : A certain proportion of the total produce of the land should be set apart as land revenue payable to the Government. (Let us take it for argument that it is half and half.) After the process of allotment is over, then half the produce or its value is set apart as the land revenue. This half is divided into three parts, two parts to be paid to the Government by the landholder as peshkash and one part to be taken by himself for the services rendered by him for collection work. If any demand is made by the landholder to collect anything more than half for land revenue that amounts to enhancement. He was prohibited from making any such enhancements. In the case of Western Polliams, Stratton's report gives full particulars about (1) gross beriz, (2) alienated land, (3) gross collection of revenue, (4) net revenue and (5) value of the lands allowed to Amarum and Kattubadi peons, etc., in 30 columns. (See statement attached to the Special Commission report.) This statement was prepared by Mr. Stratton on the basis of the accounts of the zamindars of these Western Polliams.

Column 7 gives a correct amount for military establishment including column 5 which gives the value of the lands allowed to Amarum and Kattubadi peons on Military tenure, etc.

Column 8 refers to present peshkash. Column 9 is the total of columns 7 and 8, being the amount of present peshkash and military charges disbursed by the Poliyagars.

Column 10 is the most important one. The heading of the column runs as follows :—

“ Surplus remaining to the zamindars deducting column 9 from column 6 by their own accounts.” The words “ Surplus remaining to the zamindars ” after deducting the items relating to peshkash and military service, etc., make it clear how much should be paid towards the peshkash and how much should be taken by the landholder, for his remuneration from out of the land revenue assessment. What the zamindar is entitled to take for himself is the surplus from out of the land revenue assessment that remained after paying peshkash and military service, etc. A more conclusive proof cannot be adduced than the writing in the accounts of the zamindars themselves which was taken as the basis for the statement of Mr. Stratton. We have discussed at length under other chapters the question relating to the right of the zamindar to enhance the so-called rent as he pleased. It was wrong to have called that ‘ rent ’ in the first place, and it was wrong to have treated the cultivator as a ‘ tenant,’ who had derived his title from the landholder.

On the question of the intention of the authors of Legislation at the time of the permanent settlement a more direct and conclusive piece of evidence cannot be secured than the statements of Sir John Shore, Lord Cornwallis and the statements recorded in the Collector's reports, Circuit Committee reports and the despatches of the Court of Directors. But what was said by such distinguished persons is supported by the entries made in the accounts of the zamindars themselves and in the statement prepared by Mr. Stratton on the basis of such accounts, which states in unequivocal terms that what the landholder was entitled to was only the surplus or the balance of the land revenue after paying the peshkash and military service, etc. There is nothing on record in the evidence adduced by the zamindars of the west to prove that they are entitled to enhance

the rents as they pleased. Beyond the assertion of the landholders and their agents who came to give evidence before the Committee there is nothing else to support it. On the other hand the terms of the muchilika and the sunnad preclude them from denying the rights of the cultivator.

We have referred to the ascertainment and allotment of the Government's share of the produce of the cultivator as the first step. Then, we have pointed out that out of such total land revenue payable to the Government, two-thirds should be set apart for payment to the Government and one-third as the surplus to be appropriated by the landholder himself for his service. Having fixed these two, the next step that should be considered is about the rate of rent and how to ascertain it. The statement prepared by Mr. Stratton is an exhaustive document in itself. Gross beriz of each zamindar is given in star pagodas in column 1. ALIENATED lands, shrotriyam inamdars, etc., are shown in column 2. Gross collection of revenues by the accounts taken by the Collector from those given by the zamindars are shown in column 3. Net revenue from the same source is shown in column 4. Value of the lands allotted to amarum and kuttubaddi peons on military tenure exclusive of the source included in column 4 resumable at pleasure by the Poliyagars being included in the gross beriz is shown in column 5. Total income of columns 4 and 5 is shown in column 6. Aggregate amount of the military establishment is shown in column 7. Present peshkash is shown in column 8. Total of columns 7 and 8, that is, the amount of present peshkash and the military charges is shown in column 9 as 1,48,996 star pagodas. Surplus that remains to the zamindar for appropriation by himself after deducting peshkash and military charges is shown in column 10 at 1,20,546 star pagodas. Proposed jumma including commutation for Military service is shown in column 11. Column 12 has shown the sayer, salt, and abkari. The 13th column shows net permanent jumma payable by the zamindars including commutation for military service at 1,11,058 star pagodas. Column 14 shows the amount of the net revenue which will remain to the zamindar after deducting column 11 from column 4 exclusive of any additional source they may assess on the lands in column 5 consequent to the abolition of the Military service.

For Venkatagiri estate column 14 gives 1,10,755 star pagodas as the amount of net revenue which remains to the zamindar. Column 15 gives the collections made by individuals noted by the Collector of which the zamindar may avail himself for including in the assessment of gross beriz. Column 16 gives the net surplus remaining with the zamindar as in columns 14 and 15 at 1,44,511 star pagodas. Column 17 fixes the jamma at 1,62,840 star pagodas, on the basis of two-thirds assessment of the gross collections like other zamindars. Column 18 shows the proposed jumma (column 11) at 1,15,377 star pagodas. Similar figures are shown for the estates of Kalahasti, Bommarazupalayam and Sydapoor in the same statement.

Rates of rent.—For these estates full particulars regarding the rates of rent are given in the two reports published by Mr. George Stratton. Taking Venkatagiri first he divided the estate into Southern and Northern Purgunnahs, Southern Purgunnahs being in the vicinity of Venkatagiri town. In page 6 he has given a table giving the particulars of punja or dry grain land, tirva on each gorru, and nanja or paddy land, tirva on each gorru. The dry area was divided into four sorts, namely, first, second, third and fourth. The nanja or paddy land was divided into two sorts as first and second. Prices are given on page 9 under four heads, viz.—

- (1) Circar prices,
- (2) Woontoodars prices, and
- (3) Bazaar rates, and
- (4) Sibbandi rates.

Similar particulars are given with regard to Kalahasti, Bommarazupalayam and Sydapoor. On the basis of the particulars given, rates of rent as they prevailed in the year preceding the permanent settlement can be fixed up for these Western Polliams. Wherever there may be any difficulty to ascertain the rates on the information supplied by Mr. Stratton and other accounts the Government rates as they prevailed in the year preceding the permanent settlement on these estates or neighbouring lands may be taken as the basis for fixing the rate of rent. The Government rate forms a correct basis. The rule for these is the same as that applied in all the Havelly estates which were carved out of the Government property at the time of the permanent settlement. Finally the net surplus amount which the zamindar was entitled to from out of the total land revenue assessment having been fixed by Mr. Stratton before the permanent settlement as shown in the statement given below, it may be taken that the zamindar was not entitled then and is not entitled to-day to claim anything more than the net surplus revenue which he is shown to be entitled to by Mr. Stratton on the basis of the accounts maintained by these zamindars themselves.

The principles of assessment and the rates of rent being the most important points for consideration the other items such as forest rights, water sources and all other claims put forward by the ryots or the landholders need not be separately considered here again. The evidence is set out above as deposed to for the zamindars and also for the ryots in this chapter. Our conclusions recorded in the first part under the various heads are arrived at after a careful consideration of the evidence given on both sides, oral as well as documentary and all other circumstances. For our conclusions and recommendation under all other heads, the chapters of Part I may be referred to and read as part to this.

STATEMENT—Showing the gross beriz of the Western Zemindaries, the amount of the Military establishment of the zamindars in land and money their present peshkash, the permanent assessment proposed to be demanded and the surplus remaining to the zamindars.

Names of the zemindaries.	Gross Beriz of the zemindaries.	Deduct amount of alienated lands, sutorium, inams, etc.	Gross collection of revenue by the accounts taken by the Collector from those given by the zamindars.	Net revenue from the same source.	Value of the lands allowed to amaram and cuttabyuddy peons on Military tenure exclusive of the source included in column (4) resuable at pleasure by the poligars being included in gross beriz.	Total of the two preceding columns of net revenue in money and service lands.
(1)	(2)	(3)	(4)	(5)	(6)	(7)
RPS.	RPS.	RPS.	RPS.	RPS.	RPS.	RPS.
1 Vencatagherry	3,67,010	50,207	2,44,259	2,30,755	38,787	2,69,542
2 Calastry	1,79,094	32,438	1,29,050	1,24,467	11,209	1,35,756
3 Bomrauze Polliam	1,58,434	27,136	96,987	86,892	24,241	1,11,133
4 Sydapore	29,295	4,357	20,814	19,242	3,377	22,619
Total	7,33,833	1,14,138	4,91,110	4,61,346	77,704	5,39,050

* Revenue establishment deducted from the gross collections taken from the gross amounts of the zamindars by the collection.

	RPS.
Vencatagherry	13,504
Calastry	4,563
Bomrauze	10,095
Sydapore	1,671
Total	29,733

Names of zamindaries.	Aggregate amount of the Military establishment including column (5) agreeably to the collector's statements.	Present peshkash paid to Government by poligars.	Total of columns (7) and (8) being the amount of present peshkash and Military charges disbursed by the Poligars.	Surplus remaining to the zamindars deducting column (9) from column (6) by their own accounts.	Proposed jumma including commutation for Military service being less than the actual amount in column (5).	Deduct from the proposed jumma column the sayer salt and abkari included in the net revenue column (4) which on the general principles established by Government.		
(8)	(9)	(10)	(11)	(12)	(13)	Sayer.	Arrack.	Salt.
RPS.	RPS.	RPS.	RPS.	RPS.	RPS.	RPS.	RPS.	RPS.
1 Vencatagherry	1,27,323	21,673	1,48,996	1,20,546	1,20,000	7,000	885	1,057
2 Calastry	52,150	10,775	62,925	72,831	60,000	5,082	465	55
3 Bomrauze Polliam	41,554	32,586	74,140	36,993	60,000	5,451	931	..
4 Sydapore	5,380	6,800	11,980	10,639	10,000	578	..	..
Total	3,26,407	71,834	2,98,041	2,41,009	2,50,000	18,109	2,281	1,112

Names of the zemindaries.	Net permanent jumma payable by the zemindars including commutation for military service.	Amount of net revenue which will remain to the zamindars deducting column (11) from column (4) exclusive of any additional shares they may assess on the land in column (5) consequent on the abolition of military service.	To this may be added the collection made by individuals noted by the collector of which the zemindar may avail themselves being included in the gross beriz.	Making the nett surplus remaining with the zemindars as in column (14) and (15).	Supposing to be assessed two-thirds of the gross collections like other zamindars their jumma would be.	Half their net collections column (4) even without those noted in column (15) compared with the proposed jumma column (11) shows the great moderation of the commutation.
	(14)	(15)	(16)	(17)	(18)	(19)
	RPS.	RPS.	RPS.	RPS.	RPS.	RPS.
1 Vencatagherry	1,10,078	1,10,755	33,756	1,44,511	1,62,840	1,15,377
2 Calastary	54,303	64,457	6,305	70,702	86,037	62,228
3 Bomrauze Polliam	53,618	26,892	10,069	36,061	64,658	43,446
4 Sydapore	9,424	9,242	246	10,088	13,880	9,621
Total	2,28,408	2,11,346	50,976	2,62,322	3,27,415	2,30,672

This is apparently a very disproportionate result compared with the other zamindaries but the collector notices the false accounts first delivered by the poligar and he has had proof by the survey and measurements of mootah that the actual exceeds of the revenue by the second set of this poligars and karnams accounts is no less a sum than 71 per cent. It is no unfair conclusion therefore if we assume as the collector is of opinion we say that the revenue is same in the accounts obtained by him in not less than $\frac{1}{4}$ which will increase the amount in column (4) to pagodas 1,15,856

Deduct jumma 60,000

Surplus exclusive of increased force and all receipts from alienated lands in column (2) 55,856

On behalf of the Venkatagiri Estate the Assistant Diwan Mr. V. Vedanthachari was examined. He spoke on the wet extent, income, grain rent in villages Kasuri system, history of the fixation of rents in the estate, subleases, aghaharams and the classification of lands, pasture and pasturing fees, forests, proprietorship to the soil, the income at the time of the permanent settlement and the tenant's position after the permanent settlement, on village officers, forest pasturage, varavadi, tanks and the kancha system. He is one of the most exhaustive witnesses examined before the Committee. He covered almost all the points but he has not been good enough to produce the accounts relating to the extent of cultivation and other particulars of land before the permanent settlement.

On each point deposed by this witness and other witnesses on behalf of the estate and also by the good number of the witnesses that came forward to give evidence on behalf of the ryots in this zamindari separate comment is not necessary. They are all points covered by the general questionnaire. After considering the whole of the evidence, on both sides, of this estate as well as all other estates, conclusions have been arrived at on all the questionnaire regrouped for consideration in this enquiry. Forest grievances and other complaints have been of a standing character in Venkatagiri Estate. Criminal and civil cases have been going on for a very long time between the zamindar and the cultivators in this estate, the zamindars claiming absolute rights in forests and all other matters covered by the questionnaire whereas the cultivators have been claiming the other way.

Witness No. 271 and witness No. 272 spoke about the Kangundi Estate. Witness No. 271 complained that the forest is only a reserve forest and after the Forest Act of 1882 some hardship was caused to the ryots. Witness No. 272 stated that major portion of the tank-bed is assigned on pattas with the result that there is no wet cultivation. Ayacut under the tank has increased from 30 to 100 acres. He complained that no improvement for the tank is effected. He said that tanks which breached some 40 or 30 years ago are still in the same condition without being restored to normal conditions.

Witness No. 308 of Kalahasti Estate complained that the rates of rent are different and that there are four rates for wet crops. He said that the tanks are repaired regularly and 'thooms' also are constructed.

Witness No. 326 of Pamur Estate, said that there are 65 main villages and 32 aghaharams and the lands are classified into tharams and that money rents are prevailing since 1924. He said that the zamindar is attending to the necessary repairs of the 28 tanks in his estate. He complained that the zamindar should have control over the village officers and that permission is required from the estate for removing fire-wood from the forest. The cattle are allowed to graze in the forest provided the grazing-fee of 8 annas for a cow and 4 annas for a calf is paid.

Mr. Nagiah (333) of Punganur Estate, spoke that the estate is not surveyed, and much hardship is caused on account of joint-pattas. He complained that the rent is collected even when there is a failure of the crops and that no remission is granted. He also complained that 'Pullari' is levied in the unreserved forests which is an unjust one.

Witness No. 323 of Panagal Estate spoke that four rates are prevailing for the dry crops and that from faslis 1205 to 1271 cropwar system prevailed in the estate. He also said that no grazing-fee is charged but the ryots have to take permits from the estate for grazing their cattle in the forests.

Witness No. 283 of Chettinad Estate, complained that there is a Deshbandam tank which is useless on account of want of water-supply and that wet rates are levied even when the supply of water is insufficient. He also complained that the rates of rent are very high.

Next witness No. 290 of Tirumalai-Tirupati devasthanam said that there are 200 villages in the Narayanavaram taluk. He complained that in the village of 'Manipalli' there are 16 different rates for paddy and six different rates for kambu, jonna, etc. He said that the rates are with reference to the crop alone and the rent is collected in grain and then converted into cash according to the market price. He spoke that in Pandravedu village there are eight different rates for paddy and it ranges from Rs. 13 to Rs. 25 per acre per crop and varying rates are prevalent for dry crops and garden crops. He said that the rates go by the name of Rokkadanyam (that is, cash and grain). He complained that these grain rents include certain russums given for the benefit of 12 temples scattered in the zamindari and this according to the witness is an illegal cess and he wanted that it should be removed. He also complained that the ryots are not in a position to check the accuracy of the demand because the karnam changed the method of taxation at his will and pleasure and that the ryots have to pay whatever the karnam and the moyagar demand. He stated that the collection work is always in arrears and that the rates of rent are high and even higher than that of Bobbili Estate. He pleaded that the rates of rent must be on a level with the Government rates. He complained that 6,000 tanks are in his estate and that majority of them are in a bad condition and he wanted that the tanks should be repaired by Government and the cost of repairs should be realized from the zamindar. He suggested that in future

years a fund called 'irrigation fund' should be collected by the zamindar and the Government. He complained that great friction is caused between the zamindar and ryot by the distinction made in the Estate Land Act for trees grown and wells dug before 1908 and after 1908 he pleaded that that distinction should be removed or deleted, from the Estates Land Act.

Witness No. 291 of Tirumalai-Tirupati devasthanam wanted that ordinary punja rates and not the cropwar rates for lands irrigated by wells, sunk by the ryots, should be collected.

Witness No. 342 of Tiruttani taluk complained that the cropwar rates must be abolished and that Government rates must be adopted in his estate. He said that several cesses like sadalavaru, madari, devatha russum, etc., are levied. He pleaded that rents must be collected in the months of January, February and March.

Witness No. 267 of Chinchinada Estate, stated that the rents are not settled and that the ryots require the rents to be settled as it is in the Government areas. He suggested that the old average rental of Rs. 2-8-0 should be continued. He said that the rents are fixed according to the market prices. He complained that the zamindar claims the poramboke lands and that there are no records of porambokes. He admitted that 200 acres of land is reserved in his estate for the purpose of grazing the cattle. He wanted that the joint-patta system should be abolished.

Witness No. 317 of Vellanalam estate, spoke only about the various rates of rent that are prevailing in his estate.

Witness No. 296 of Vettavalam estate complained that the zamindar is not doing any thing good for the estate and that the tanks are not repaired. He said that the rates of rent for nanja and punja lands in his estate are high and he pleaded that the Government rates should be adopted. He stated that remission must be granted, villages must be surveyed and settled and transfer of pattas should be effected easily without any lanjam being paid to the karnam or munsif. He complained that the zamindar is leasing his lands for 25 kalams for first crop and 12 kalams for second crop.

Witness No. 297 of the same Vettavalem estate, complained that notice should be given before distraint proceedings are carried and that the tanks must be repaired and irrigation facilities should be given to the ryots. He gave as a piece of information that they have started a Ryots' Association in his estate.

Witness No. 295 of Kirlampundi estate stated that suits are filed in regard to enhancement of rent and that there is a compromised rate of $1\frac{1}{2}$ annas in his estate. He complained that the rent cannot be settled definitely and that the collection of rent is poor due to fall in prices. He desires Government method of collection to be adopted in his estate. He stated that the estate is spending some thousands of rupees every year on litigation and that the irrigation sources are in good condition.

Witness No. 273 of Thirthervalai and Govindamangalam estates admitted that the ryots get 51 per cent of the gross produce as their share and that the tanks are in good repair.

Witness No. 280 wanted the definition of 'defaulter' to be clarified. He complained that the grazing of cattle is restricted and that the forests are not reserved. He also complained that the rates of rent are higher than the ryotwari area rates. He desired that jamabandi must be conducted by Government officials.

Witness No. 358, Mr. G. Jogiraju Pantulu, Agricultural Assistant Director, was examined as the last witness by the Committee with a view to ascertain the results of his experiments as an Agricultural Assistant Director. His evidence is as follows:—

Sri G. Jogiraju, who is an Agricultural Assistant Director at Vizagapatam (now on leave) deposed before the Committee that his total experience as an agricultural officer was over twenty years and that he was originally a supervisor of the home-farm lands of the Maharaja of Pittapuram. He said that his experiments and experience proved that the home-farm lands which had an acreage of 186, and which before his taking charge of, worked at a heavy annual loss, yielded a profit of Rs. 7,000 per year after his efforts during seven years. The average yield was $12\frac{1}{2}$ bags per acre and a bag of paddy weighed 116 lb. The average cultivation expenses per acre amounted to Rs. 23 but in that locality the expenses were 30—32 rupees per acre. The expenses included cost of cattle hire, wages of coolies, preparation of seed bed and the price of manure. He calculated the wages of a coolie at 4 annas per diem and the hire of a pair of cattle at 12 annas per day. Calculating to the fraction the cost comes to Rs. 29-11-0 per acre. The average yield of paddy for an acre of good land comes to 4-5 thousand pounds in the East Godavari district, and to $12\frac{1}{2}$ bags of paddy in the Pittapuram home-farm. At the time he experimented, the price per bag of paddy was Rs. 4 and so the yield in cash was Rs. 50 per acre. When he said that he secured a profit of Rs. 7,000 per year on the land, he did not include his salary and the taxes as no taxes are levied on home-farm lands. On

10 acres of plantain garden he was getting Rs. 450 per acre and his expenses were Rs. 100 to Rs. 150 per acre. He had a clean profit of Rs. 300 per acre on such lands. These rates are based on the ground that an acre yielded less than 600 bunches and each in those days costed a rupee. Nowadays a bunch costs 4 annas only. He also admitted if his salary, depreciation of stock, and land tax on the basis of the surrounding tracts amounting to Rs. 12 to Rs. 13 are taken into account, the profits on 110 acres of such land is very little. The result is that in the ryoti land where a ryot has to pay taxes, the result of the trouble is that the ryot can after all get his own labour. The cost of such labour was also calculated by the witness and the process of calculation was explained to the Committee, and can be found in the printed evidence.

Improved cultivation methods will have to be encouraged and towards this end Tac-cavi loans will have to be granted on easy terms. Well irrigation is also a loss. But plantain cultivation will have to increase. The ryot must be allowed to enjoy his own labour and his labour should not be taxed. This can come about only if land taxes are reduced. Taking the average assessment on wet land to be Rs. 12 per acre, and that on the dry land to be Rs. 4 per acre, to satisfy the tests put up by the witness so as to leave a margin of profit to cultivator, the wet assessment will have to be decreased by 60 per cent and the dry by 40 per cent. Then all kinds of crops can be grown by the ryot. Joint cultivation should also be encouraged. He suggested that when prices came down so low as at present there should be a sliding scale of assessment according to the fall. The witness is also in favour of according some rights to the under-tenant and feels that the remedy for all evils is better cultivation. He also gave his calculations as regards the variety of food to be eaten and labour that one can turn out if he eats a particular food.

He also said that he is getting a profit on his land because he let them and admitted if he cultivated them himself he will get a loss. The witness then expressed himself in favour of a scheme of rural reconstruction which he attempted. By placing capable people at fixed centres and by doing propaganda as regards improved methods such good will result. The Government will get good returns on the investment. The witness finally expressed himself in favour of ELECTRO-CULTURE methods for improving methods of agriculture and withdrew.

This is a very important witness who is not connected either with the landholders or with ryots. He has given a correct estimate of the cultivation expenses which may be taken as a correct basis for the whole Presidency although his experiments were confined to the coastal districts. According to him the cultivation expenses come to Rs. 29-11-0 per acre. He says that after deducting the cultivation expenses, taxes, etc., what the cultivator is able to save is only his labour and that labour should not be liable to any taxation. He pleads that the ryot must be allowed to enjoy his own labour without being subjected to any tax, and that will be possible only if land-taxes are reduced. He says that on wet lands which pay Rs. 12 per acre and on dry lands which pay Rs. 4 per acre, the wet assessment should be decreased by 60 per cent and the dry assessment by 40 per cent. According to him if taxes are reduced on that basis the cultivator will be able to grow all kinds of crops and he pleads that the rate of assessment should be on a sliding scale according to the fall or rise in prices. One important statement that he made is in regard to the profits he is making on his lands. He said that the profit that he is making is due to the fact that he let the lands to the cultivators and he admits that if he cultivated land himself he will get a loss. From this it can be seen what margin will be left for the cultivators when they rush in competition to the landholders to obtain land on leases at even prohibiting rates.

On the evidence that has been reviewed with regard to all the estates that have come forward to give evidence before the Committee at Madras and also at other centres, conclusions have been reached as recorded in Part I. One thing must be stated in this connexion that in some areas the relationship between the landholders and the cultivators has not at all been cordial, even during the period of enquiry by our Committee. In regard to Gampalagudem estate the zamindar himself gave evidence and on behalf of the ryots some people stated all their grievances. One of them Mr. Kolle Buchayya who gave evidence before us in Madras Centre was sometime after that assaulted severely in connexion with a dispute between the landholder and the cultivators. He was in the hospital for treatment for the injury received by him including a fracture of some bones. The Collector was requested to send a report about the incident. He has sent a report which is on the file. However, we cannot comment upon the incident because the matter is pending enquiry before a Court of Law. We have referred to this incident to show how strained the relationship still is in some areas.

CHAPTER IV

TRICHINOPOLY CENTRE.

Southern poliams—

- 1 Udaiyarpalaiyam.
- 2 Kadavur.
- 3 Ariyalur.
- 4 Turaiyur.

Southern poliams—*cont.*

- 5 Marungapuri.
- 6 Kattuputhur.
- 7 Arunagirimangalam.
- 8 Tanjore Chatram Estate.

Introductory note.—The Trichinopoly district is in the main, a great plain of reddish soil. The general agricultural practice in Trichinopoly is much the same as in the southern portions of the Presidency. The cultivation of the land may be divided into 3 classes :—

- (1) Wet cultivation—Irrigated from the Cauvery and from tanks.
- (2) Garden cultivation—Irrigated from wells.
- (3) Dry land cultivation—Which depends entirely on the rainfall.

There was a general failure of crops in 1805 and the dearth which followed in 1807 was also felt in this district. The district suffered again in 1876–1878 but the famine was of shorter duration. There were high floods in the Amaravati in 1922 causing damages to lands, houses, trees, etc., In 1924 there occurred the unprecedented high floods in the Cauvery, which caused great damage throughout the district. Houses were destroyed, lands were either inundated or submerged under water and a considerable extent was covered with sand, causing heavy loss to the agriculturists. Again in 1930 there were floods owing to very heavy rains.

In the Trichinopoly centre the following estates gave evidence before the Estates Land Enquiry Committee. The names of the estates with their total rent-roll and present peshkash which those estates pay to the Government are mentioned below :—

Name of the estate.	Peshkash.			Rent roll.		
	RS.	A.	P.	RS.	A.	P.
Marungapuri	20,584	8	0	64,910	15	7
Kattuputhur	16,211	3	1	34,877	14	11
Kadavur	13,324	15	4	51,053	0	0
Turaiyur	700	0	0	47,019	8	5
Udaiyarpalaiyam	665	9	5	1,86,020	5	3
Arunagirimangalam and other five small villages	143	7	10	5,919	12	8
Ariyalur and two other villages	100	12	8	4,510	8	8
Tanjore Chatram Estate	Nil.			Nil.		
Total	51,730	8	4	3,94,312	1	6

The Tanjore Chatram Estate consisted of only a group of Inam villages. It was formerly under the control of the Rulers of Tanjore. At present the District Board is the proprietor of the estate.

SOUTHERN POLIAMS

We have considered the evidence referred to above, recorded by our Committee about (1) the Poliams of Trichinopoly district and the Poliams of Madura and Tinnevely districts, so far as they are represented in our inquiry. Although the history, general conditions and details might differ as between the different groups of Poliams and also as between any two Poliams of even the same group, all of them are governed by the same principles.

The principles applied are common to the zamindaris of the Circars, Western Poliams and Southern Poliams. The causes that led to the introduction of the Permanent Settlement were the same all over the Presidency.

Although the evidence adduced before our Committee was confined to the landholders and ryots that came forward to put in written memoranda or give evidence, the principles enunciated and applied are common to them and also to those landholders and ryots that have not chosen to appear and give evidence.

In the case of Southern Poliams, the arrangements for permanent settlement had been made for some years before 1802 and for some years even after 1802, in cases in which the sanads happened to be issued subsequent to 1802. The principles applied and the basis of calculation for assessment of land revenue adopted in the Southern Poliams are contained in the correspondence that passed between the Collectors and the Board of Revenue, and the Government and the Court of Directors.

So far as the Southern Poliams are concerned, to illustrate that the causes, conditions and principles were the same as in the other parts of the Presidency we refer to the correspondence that passed between Mr. Lushington, Collector of Trichinopoly, and the Board of Revenue, and statement of accounts furnished by him along with his letter, dated 26th December 1816, (2) the letter to the Government of Madras by the Board of Revenue in 1816 and 1817, (3) the letter addressed by Mr. Lushington to the Board of Revenue on 14th March 1817, (4) the list of villages proposed to be transferred to the Poligars of Ariyalur and Turaiyur and Udaiyarpalaiyam and others and accepted by the Board of Revenue, dated 14th March 1817, and accepted by the Government at Fort St. George on 27th March 1817, and (5) the letter addressed to the Board of Revenue by Mr. Hill, Secretary to the Government, dated 30th September 1817, together with the Minute of the Board thereof.

Copies of all the above named, taken from the public documents of the Government, are printed in the Appendix. For full particulars these interesting documents may be looked into. But, for the purpose of the report, we shall briefly refer to some passages in the abovesaid correspondence which would explain the causes of the permanent settlement, the conditions of the sanads granted, and how the tenure as well as the rate of rent leviable against the cultivators, were permanently fixed along with the peshkash.

When we were discussing about the estates of the Circars and the Western Poliams, we dealt with similar documents to prove the same point. In the same manner, we shall refer to the important passages and documents bearing upon the Southern Poliams also.

In the letter addressed by Mr. Lushington to the Board of Revenue on 26th December 1816, the reason for fixing the land revenue permanently, and thereby fixing the peshkash and also the rent payable by the cultivator to the landholder for ever, is given in clause (4) which runs as follows :—

“ Preceding the details of this arrangement, it is necessary to submit a few preliminary observances. The rapacious exactions inseparable from the Muhammadan Government appeared to have been regulated in amount by the strength or weakness of the executive Government for the time being and the *means of resistance possessed by the victims, about to be plundered*. No consideration for the prosperity of the country even seems to have been presented exaction necessary to supply the exigencies of the moment, and provided the Mussalman ruler had the power of exhorting his interests, were urgent, he was never seen to hesitate in using that power; nor was he at all particular by what agents or means he accomplished his objects.”

This is continued in clause (5) as follows :—

“ Frequent repetitions of these arbitrary exactions induced the poligars to render the approach of their cusba villages as difficult and dangerous as possible; it cannot, therefore, excite surprise that the immediate vigilance on their resistance should have been preserved in its original and uncultivated state. Hence it will be observed that on the transfer of Turaiyur to the Company's authorities in fasli 1212 the assessment amounted to Star Pagodas 600, whereas in the last fasli it amounted to Star Pagodas 1,301-42-50, and is susceptible of further improvement.”

The above two paragraphs must make the position clear, as to the causes that induced the East India Company to introduce the Permanent Settlement in the Southern Poliams. It is described how the arbitrary exactions compelled the poligars to make their villages inaccessible to the rulers or their agents who came there to collect the money.

It is also explained how the cultivation of land was not popular and so much of virgin soil was left wild and uncultivated. For this and other reasons, the East India

Company proposed to levy a moderate revenue assessment making the peshkash as well as the rent a permanent one, so as to induce the cultivator to take heart, to develop his own land for the benefit of his family primarily and for the benefit of the country by way, making his contributions towards manufactures, commerce and industry.

Mr. Lushington, therefore, took the assessment of fasli 1225 as the value of the Turaiyur Poliam, that being the highest at the time. Clause (8) referred to the cowl and the plan of the Jaghir No. 2 to be granted to the Poligar. The chief object of granting the cowl and the chief conditions are said to be as follows:—

“A cowl to be granted to the Poligar containing such clause as appeared to me to be requisite to the inhabitants placed under the Poligars control; and to secure the right of Circar in the neighbouring villages.”

After discussing the basis of assessment, the Collector enquired of the Board whether in making arrangement with the three Poliams, villages equivalent to the value of the combined receipts of Kavali manyam and Kannevari allowances are to be conceded to the village, or whether the villages amounting to 10 per cent only of the net collections are to be considered the extent of the intended transfer.

To understand the meaning of this, one fact must be borne in mind in this connexion, namely: that the total number of villages which belong to each one of these Poliams, was much larger than the land revenue which was proposed to be given to them under the Permanent Settlement. For example, Udaiyarpalaiyam zamin originally consisted of 100 villages, 19 whole inam villages and a number of minor inams, consisting of 12,637 acres; all of which had been taken away by the Government and from out of which, it was proposed to restore to them the income of only 65 villages. The other 35 villages and Kavali manyams and Kannevari allowances and income from 19 inam villages and minor inams which the Poligar was entitled to absolutely in his own right, were taken over by the Government. The income of the 65 villages proposed to be transferred amounted to 10 per cent of the net collections of the total number of villages.

In the letter of Mr. Lushington which we are now considering, the question was put to the Board of Revenue, whether 10 per cent only of the next collections should be transferred; or whether the villages equivalent to the value of the combined receipts from the treasury, the Kavali manyams and Kannevari allowances also may be tacked on.

At this distance of time it is difficult to understand why these Poligars were deprived of a substantial part of their original estate and granted only a portion of it with a small peshkash. The peshkash for Udaiyarpalaiyam, Ariyalur and Turaiyur, were fixed so low, not because of any special consideration, but because a substantial portion of their right has been taken away by the Government in the shape of villages and manyams and allowances. Instead of restoring them to their estates in full and charging them with a higher amount as peshkash, they took away a substantial part of their proprietary right and granted them only a lesser right, with a small peshkash.

These Poligars were not the persons who had resisted the East India Company, like the Western Poligars. But the policy of the East India Company and the British in India, was to see that military classes were emasculated and no spirit of resistance was left behind, before their Government was established. This was admitted by the Circuit Committee. These Poligars of the South and West, and the zamindars of the Circars had no option but to submit to the situation and agreed to be satisfied with the smaller revenue assigned to them in return for the services to be rendered by them by way of collecting the rent.

But each one of these Poliams and other estates all over the Presidency have been, from the outset, engaged in enhancing the rates of rent contrary to the arrangement entered at the time of the permanent settlement.

We have seen the proposed basis of calculation for fixing the jumma on the whole estate of each Poligar. Now we shall examine a little more closely to ascertain what was the total land revenue fixed on each Poliam and how much of it was set apart as peshkash to be paid to the Government and what balance was left to the Poligars for their own use as a consideration for the work done by them.

In the letter addressed by Mr. Lushington on 14th March 1817 to the Board of Revenue in paragraph (5), he wrote as follows:—

“The Udaiyarnalaiyam Poligar has received on an average an early sum of Star Pagodas 7,757-44-27. The village proposed to be transferred may be valued at Star Pagodas 7,832-4-18, which, after deducting the peshkash of Star Pagodas 175, will leave the receipt to the Poligar at Star Pagodas 7,657-4-18.”

In paragraph (6) it is stated again as follows:—

“The orders of the Board of Revenue shall be fulfilled respecting the period of transfer and a copy of regulation 28 of 1802 shall be given to each zamindar.” Regulation 28 was passed along with the Patta Regulation 30 and Permanent Settlement Regulation 25 of 1802 on the same date 13th July, “for empowering the landholders and farmers of land to distrain and sell the personal property of the underfarmers and ryots, and in certain cases the personal property of their sureties for arrears of rent or land revenue; and in preventing landholders and farmers from imprisoning the cultivator or their sureties.”

This regulation provided the procedure for recovering the revenue payable by the cultivator and it was subject to the rights conferred upon the cultivator under the patta regulation 30 of 1802 with regard to the rates of rent and their enhancement.

In this manner each poligar had been informed before the permanent settlement was made and the sanads were granted, that the fixing of the peshkash permanently and the granting of the power to collect the land revenue, were subject to the conditions and rules laid down in the regulations and other laws passed by the Government. For example—

In the proposed grant of the jaghirs or Poliam of Turaiyur to Vijaya Venkatachala Reddi, the following clause was inserted:—

“The said Vijaya Venkata Reddi shall continue faithfully to his allegiance to the British Government and *obedient to the regulations* which have been or may be established by its authorities for the internal Government of the country, for the administration of justice, and for preserving to all its subjects the enjoyment of their just rights and privileges.”

It is thus clear that whatever rights the poligars of the South or the poligars of the West or the zamindars of the Circars were conceded they have always been governed by the regulations and rules and laws passed by the Government, and the conditions imposed in the sanads granted to them. They are not entitled to enhance the rents fixed at the time of the permanent settlement. If there is any dispute with regard to the rate of rent, the courts were called upon to adopt the rate that had been settled in the year previous to the permanent settlement as the proper rate. These rules were enacted in sections 7 and 9 of the Patta Regulation 30 of 1802. Such was the nature of the proprietary rights conferred on them.

Let us next consider the method employed to fix the land revenue or jumma at the time of the permanent settlement. After fixing that, we may deduct the peshkash of over Rs. 600 from the total land revenue and know that the balance left to the zamindars is, as consideration for the collection work undertaken by them.

BASIS OF ASSESSMENT.

Mr. Lushington submitted a statement of account on 14th March 1817, with a list of villages proposed to be transferred to the Poligar of Ariyalur; and this statement was approved in *Fort St. George Gazette*, dated 27th March 1817. The statement contains the full particulars of (1) names of the taluks, (2) names of the maganams, (3) names of the villages in the native language, (4) names of the villages, (5) amount beriz of land revenue including the topes 7th December 1225, (6) amount of beriz of kavaly varumanam and kauveri vari at the 7th fasli 1225, (7) total beriz at 7th fasli 1225. In column (5) the heading is written in these words, “Total beriz of land revenue including the tope as per the fasli 1225.” Under this head the total beriz of land revenue is shown as Star Pagodas 7,028-24-49. In column (6) the total beriz of Kavaly Varumanam and Kauveri Vari is shown as Star Pagodas 693-37-77. Grand total beriz as per fasli 1225 is shown in the column (7) at 7,722-17-46 Star Pagodas.

To this, the beriz of two other villages amounting to Star Pagodas 81-40-6 and 76-26-58 were added. Thus the total beriz came up to Star Pagodas 7,880-39-30. Having ascertained that, Mr. Lushington worked out the 10 per cent on the average collection of 13 years at 4,068-36-58 Star Pagodas. To this he added 3,177-36-69 Star Pagodas on account of Kavaly Varumanam and Kauveri Vari on the average collection of 13 years. To this was added Star Pagodas 437-7-2 as beriz amount for five Sarva Maniyam villages enjoyed by the poligars. The total of all these three items is Star Pagodas 7,683-35-49. The difference between this and the total beriz shown in column (7), namely (7,880-39-30) is Star Pagodas 197-3-61. The amount proposed to be paid annually as peshkash was fixed at 200. The difference between 200 and 197-3-61 is

Star Pagodas 2-41-19. The heading of the last entry in the statement appended runs as follows:—

“The remaining receipt of the poligar after Deducting the difference in Star Pagodas 7,680-39-30.”

In this manner the revenue proposed to be collected from the cultivators was divided into two parts: (1) peshkash (Government's share), and (2) landholder's share. As the first step the total beriz of land revenue is fixed at Star Pagodas 7,880-39-30. Then the peshkash was deducted from this amount and the balance of this land revenue is described as “the amount remaining to be received by the poligar.” The words are conclusive and significant.

The amount which the landholder is entitled to receive year after year from the cultivators in perpetuity, without attempting to enhance it at any time for any reason is thus fixed. This result is the same as the one that had been arrived at with regard to the Western Poliams and the zamindaris and Havellis and the proprietary estates of the Circars and other parts of the Presidency.

These three estates have not been surveyed. There is no way of ascertaining its present extent by acres as could be done in the case of the zamindaris such as Marungapuri and Andipatti where survey had taken place. Unless we have the extent in acres at the present time and the extent at the time of the permanent settlement in the shape of Garce or some other standards of measurement of that time, we cannot apply the conversion method employed by us in Vizianagaram, etc. When there is no way of ascertaining the conversion rates, we have to fix the rate of rent by some other method. In the case of Poliams like this and Havelli estates it can be done on the basis of the Government rates prevailing at the time of the permanent settlement.

Havelli estates, before they were constituted zamindaris at the time of the permanent settlement, were the absolute property of the Government. Rates of rent paid on these lands before the permanent settlement were the Government rates. Similarly the Southern Poliams and the Western Poliams were treated as the absolute property of the Government at the permanent settlement when they were restored only in portions of their original estates or burdened with Military charges and sanads were issued.

As all the Southern Poliams had become the absolute property of the Government before the Permanent Settlement, the rates of rent payable on these lands at the time of the Permanent Settlement were the rents paid to the Government in the year preceding the date of the Permanent Settlement.

These Government rates should be accepted as the rate payable to the landholder under section 9 of Regulation 30 of 1802. That is the basis that should be adopted to fix the exact rate of rent of each estate as it prevailed at the time of the Permanent Settlement, and it is that rent that is payable by the cultivator to the zamindars or the proprietors or poligars or jaghirdars for ever according to the Permanent Settlement arrangement. All the enhancements made between 1802 and to-day should stand cancelled.

In the course of our dealing with the Southern Poliams, the same is divided into three convenient centres, viz., Trichinopoly, Madura and Tinnevely. Dealing with the zamindaris in the Trichinopoly group, the important ones are Udaiyarpalaiyam, Turaiyur, Ariyalur, Kadavur, Marungapuri, Kattuputhur and Arunagirimangalam and Tanjore Chatram Estate.

The early history of the first three estates, viz., Udaiyarpalaiyam, Turaiyur and Ariyalur, is important and briefly it is as follows:—

UDAIYARPALAIYAM, TURAIYUR AND ARIYALUR.

Early history.—In the year 1795, Mahomed Ali, the Nawab of Carnatic, died, and in 1799 following the capture of Seringapatam, a reasonable correspondence between Tippu and Mahomed Ali and his son was discovered. The British Government deeming itself absolved from the treaty obligations they have entered into with the Nawab in 1792, resolved to take over the Government of the Carnatic. An agreement was made with the nephew of Mahomed Ali, Aziz-ul-daul, on 1st July 1801, by which he renounced the civil and military administration of the Carnatic and received a pension. Trichinopoly was among the territories thus transferred to the English.

In August 1801, Mr. J. Wallace, an English Collector, was sent to assume charge of the district.

Udaiyarpalaiyam, Ariyalur and Turaiyur were not in the possession of the family of the Poligars at the time of the cession of the Carnatic to the English.

When the country came under the Company's rule, the district Collector took possession of the whole country. These zamindars *during the pendency* of their estates were given an allowance of 10 per cent of the net revenue derived from the estate with effect from the cession of the Carnatic.

Udaiyarpalaiyam.

Originally, the zamindari of Udaiyarpalaiyam consisted of 100 zamindari villages and 19 whole inam villages and a number of minor inams consisting of 12,637 acres as given in the table on page 236, Trichinopoly Gazetteer. Out of these, only 65 villages were given to the zamindar. In the sanad that was given to the zamindar, the commuted income of the 65 villages that were handed over to him was stated to be 7,832 star pagodas or Rs. 27,142 and the peshkash was fixed at 175 star pagodas or Rs. 612-8-0.

When the income of the zamindari was ascertained for the purpose of settlement, the rate prevalent was that which existed during the period of the nawabs. There was no alteration of these rates but only the method of collection was varying. The assessment in the villages handed over to the zamindar and the assessment in the villages taken by the Government was the same.

Rates.—Udaiyarpalaiyam zamindari is in the kadaram (dry) area. "In Udaiyarpalaiyam, the wet and the dry lands prior to fasli 1264 have always been charged alike." (Pages 201-02, Trichinopoly Manual). "The average assessment on dry lands including garden cultivation was always exactly Re. 1 (Trichinopoly Manual, page 225). Taking Re. 1 as the assessment per acre of land the total acreage of cultivable land in the zamindari would extent to 27,412 acres in fasli 1227. The Diwan has stated in his evidence that the extent of cultivation in the zamindari in 1927 was 38,686 acres and in fasli 1346 it was 67,625 and the income rose from Rs. 1,00,962 to Rs. 1,79,714. But in the Government list of zamindari corrected up to 31st December 1936, the income is stated as Rs. 1,86,020-5-3. The total extent of land reserved in 1916 as forests by notification duly promulgated in the District Gazettes is 8,441 acres and 88 cents. There is no unreserved forests. The zamindar says that the extent of his private lands amount to only 250 acres scattered over in eight villages.

Income.—The total assessment for fasli 1345 is stated to be amounting to Rs. 1,97,257-7-0, and a sum of Rs. 1,69,011-1-2 was collected and a sum of Rs. 28,246-5-10 was in arrears. The following table will show the number of acres, rate of collection and rent rolls for different faslis which will clearly give an idea of how the rate is increased side by side with increased extent of cultivation from Re. 1 to Rs. 2-8-0 and from Rs. 2-8-0 to Rs. 2-12-0 and the increase in the total amount of collection in this zamindari :—

Fasli.	Acres.	Rate.			Rent rolls		
		RS.	A.	P.	RS.	A.	P.
1227 (1817)	27,412	1	0	0	27,412	0	0
1297 (1887)	38,686	2	8	0	1,00,962	0	0
1346 (1936)	67,265	2	12	0	1,86,020	5	3

Irrigation.—The irrigation in this zamindari is carried on with tank water. According to the zamindar's evidence there are more than 300 drinking water ponds and tanks but the more important of them are only 12 in number, and a sum of Rs. 10,000 have been spent from 1926 for their repairs. Witness No. 150, Mr. N. Subrahmanya Ayyar, Pleader, says that there are only 65 tanks within this zamindari and they are not properly maintained. The tank beds are given away on patta for cultivation. Witness No. 149 has filed Exhibit 399 which is a copy of revised judgment in O.S. No. 1220 of 1916 on the files of the District Munsif's Court of Ariyalur. Paragraphs 35 to 38 contain a finding that the beneficial ownership of the tank and its bed so long as it is used as a reservoir is with the ryots and that the assignment of the same by the zamindar is not binding on the Plaintiff (ryot).

Rents.—The zamindar says that the rates are embodied in the Tirvæi Chattam which are fixed from before the Permanent Settlement and they have been unvarying so far as records show for over fifty years and that the zamindar is not permitted to enter into contract which would have had the effect of reducing the revenue due on the land; but from the data available as set out in the table heretofore there has been gradual increase in the rate of average assessment from Re. 1 to Rs. 2-12-0 per acre which is more than double.

Increased income.—The increased income of the zamindar is brought about partly by increased cultivation and partly by charging Ulkudi (highest) rates, on the lands brought under cultivation. Exhibit 396 contains two darkhast memorandums where in the

Diwan of Udaiyarpalayam has specifically stated and endorsed that the darkhast lands referred to therein may be given on pattas on Ulkudi (highest) rates. Again Exhibit 407 which contains two pattas show that the rate of assessment has been increased. In the patta for fasli 1241 for Adangal No. 23 cawnies 1-9-6 is charged Re. 0-14-6 whereas in fasli 1343 for the same Adangal No. for cawnies 0-7-0 a sum of Rs. 2-1-4 has been charged. Again Exhibit 455 filed by Witness No. 194 Raghunathachari, Vakil, shows the rate on oasuarina has been doubled between faslis 1338 and 1339. In fasli 1338 patta No. 105 0-9-2 cawnies, is charged Rs. 1-14-2 whereas in fasli 1339 for the same holding the rate is increased to Rs. 2-12-3. Both the zamindar and the ryots according to their evidence tendered desire that the Estates Land Act should be amended and that the zamindari should be surveyed. The ryots also say that the powers may be taken away from Revenue Courts and handed over to Civil Courts and that the panchayat system may be introduced and the corruption among the village officers put down. They also suggest that the Government might take up irrigation and forests or vest the same in the Panchayats.

Remission.—Remission is not granted in this zamindari according to the evidence of the witnesses and the Zamindar also says that a statutory provision for remission is difficult to devise and that relief by remission should be dictated only by principles of humanity.

From the evidence set out above it will be seen that Kattalai fees at $1\frac{1}{2}$ per cent of the collections as collection fees, was being levied in the zamindari unlawfully without any sanction behind it. When the Poligar was assigned a portion of the revenue for collection work it was clearly illegal to collect $1\frac{1}{2}$ per cent more as collection fees. This question came up for consideration when Mr. Lushington proposed in his letter dated 26th December 1816 to the Board of Revenue that the charges of collection must be borne by the Poligars in the villages ceded to them. In other words the Poligars were informed that they should not collect thereafter $1\frac{1}{2}$ per cent as collection fees.

Kadavur.

Kadavur and Marungapuri formed part of the same estate. The estate was unsettled till 1871 when the zamindar was offered and he accepted a zamindari sanad. The peishkash was settled at some time prior to 1849 on the basis of the survey assessment of 1802-03 and at a rate which left 30 per cent of the gross income of the estate to the Poligar and the balance of 70 per cent was taken as Government share. In the sanad that was given on 21st November 1871, fifteen villages are mentioned and the peishkash was fixed at Rs. 13,411.

Extent.—The area of the zamindari is 154 square miles containing 103 villages. The estate was under the Court of Wards from 1912 to 1926. The zamindar in his statement says that the rates fixed in 1802-03 still continues and the average dry rate per acre as worked out from the accounts submitted by him amounts to Rs. 1-4-0 whereas the wet rate amounts to Rs. 2-4-0 in the case of lands cultivated by tanks, and Rs. 4-0-1 in the case of those cultivated by wells.

Rent Rolls.—Calculating from the peishkash, being 70 per cent of the gross income, the rent rolls of the zamindary would amount to Rs. 19,158-9-0 in 1803, when the peishkash was fixed. The following table will shew how the rent rolls increased for the years mentioned therein :—

Fasli.	Rent rolls.			Remarks.
	RS.	A.	P.	
1213 (1803)	19,158	9	0	(As worked out from the peishkash).
1288 (1878)	44,062	9	0	(Trichinopoly manual).
1344 (1934)	54,562	7	0	} (Statements submitted).
1345 (1935)	54,647	3	6	
1346 (1936)	54,775	15	9	

The zamindar gives an account of the extent of forests as 25,801-58 acres and his pannai lands as 2,247 acres. He does not give an actual extent of the cultivated land.

Mariappa Pillai, Witness No. 168 a ryot has filed Exhibits 433 A to E a series of documents showing that the Zamindar is collecting dry rate instead of fallow rate and that water rate is being levied, and that land worth about Rs. 100 is being sold in auction for 0-10-0. Exhibit 433 also shows that the taxes are increased from year to year. The following statements in pattas comprised in Exhibit 433 will give an idea of the increase.

Fasli	Palmash.								Rate		
									RS.	A.	P.
1341	28	46	14	2
1346	28	110	8	0

Thus within five years Rs. 46-14-2 swelled up to Rs. 110-8-0. Again in another set of pattas it is stated as follows:—

Fasli.	Paimash.	Bate.
		RS. A. P.
1339	177	2 10 0
1345	177	2 15 1

Here the rate is increased only by Re. 0-5-1. In this zamindari confusion is said to have been caused in the measurement of holdings by making use of 100 links chain and 80 links chain for measuring purposes. There is no survey but only paimash account and the village karnam, witness No. 176, deposed that if villages are surveyed it would be easy to keep accounts. Now lands are identified by heresay and mamool wherever Adangal and paimash would fail to identify them. This witness confessed that village officials used to take tips but he would call the same only as mamool and not bribery.

Deva Kavandan, witness No. 179, deposes that the rates should be made corresponding to what are prevalent in Government villages, a survey should be made and the person in whose patta an excessive measurement is found, that plot must be given to him as he has always been paying assessment for that plot.

Ariyalur.

The estate has been practically dismembered and the village of Ariyalur itself was brought to Court auction and was purchased by the Zamindar of Udaiyarpalaiyam. The appellation of the Zamindar of Ariyalur is only nominal for its possessor but he is enjoying about eight villages by a marriage alliance with the family of the Zamindar of Udaiyarpalaiyam.

Now Ariyalur, Thoutayakulam and Ramalingapuram are in the hands of the Zamindar of Udaiyarpalaiyam who pays a peshkash of Rs. 100-12-8 and the rent rolls in all the three villages amount to Rs. 4,510.

Owing to the dismemberment of the estate a comparative analysis of the increase in the rate of assessment is very difficult to get. But the present rate on the majority of holdings as given by the zamindar works out on an average of Rs. 3-8-0 to Rs. 4-8-0. Comparing this rate with the average rate of assessment of Rs. 2-13-0 now prevailing in Udaiyarpalaiyam the difference in assessment between Udaiyarpalaiyam and Ariyalur amounts to Rs. 1-12-0 to Rs. 2-12-0. Comparing this average rate of Rs. 3-8-0 to Rs. 4-8-0 per cawnie with the Government rates of Rs. 1-4-0 per cawnie of the lands in the adjoining area the difference between this zamindari rates and the Government rates amounts to Rs. 2-4-0 to Rs. 3-4-0.

Irrigation.—The Zamindar of Udaiyarpalaiyam has submitted a memorandum for Ariyalur Estate also. The source of irrigation is rainfed tanks. According to the zamindar, there are 38 tanks in the villages under his control. Witness No. 157, Meenakshisundaram Pillai, a ryot, says the tenants are doing the necessary repairs but witness No. 154, Ram-nujachari, pleader, who apparently appears to be pleading for the zamindari speaks to the contrary.

There are also no forests reserved or unreserved and the witness who gave evidence complain that there are no pasturing grounds for them. They are also suggesting that peripathetic courts may be introduced and the power from the revenue courts may be taken away.

Turaiyur.

The Poligar of Turaiyur was put in possession of 13 villages in 1816 in accordance with the general orders of the Government then issued.

Income.—The total income for fasli 1227 (1817) as per sanad was about Rs. 15,440. In fasli 1288 (1878) as per page 369 of the Trichinopoly Manual the income was Rupees 40,022-1-0. In fasli 1346 as per the list of zamindaris (Government Publication) it is Rs. 47,019-8-5.

Turaiyur like Ariyalur and Udaiyarpalaiyam is in the Kadarambam (dry) area and taking the average rate per acre as rupee one the total area of cultivation in fasli 1227 will be about 15,440 acres and the present increase in assessment could not have come about with an increase in rent.

Witness No. 163, Muthukaruppa Chetti, a ryot, says that the actual net income per cawnie if leased out would be about Rs. 6 and if half of this amount is imposed as assessment the total area of cultivation in the zamindari could be worked out as 15,673 cawnies and the average of assessment would amount to Rs. 3. The Government punja rate on

the adjoining lands is Rs. 2-10-0 hence the rate of Rs. 3 may be fixed as the average dry rate in the zamindari. It could also be seen from the following table that the increased extent of cultivation in the zamindari is not much to bring about a huge increase in the total assessment :—

Fasli.	Rate.			Cawnies.	Rent.		
	RS.	A.	P.		RS.	A.	P.
1227 (1817)	1	0	0	15,440	15,440	0	0
1288 (1878) .. .. .	..	..	..	..	40,022	2	0
1347 (1937)	3	0	0	15,673	47,019	8	5

Thus the total increase in cultivation from fasli 1227 to 1347 amounts only to about 233 cawnies, and the increase amount of rent rolls could be accounted among other things by the increased rate of assessment. There is also assessment on the double-crops and a water-rate. The witnesses complain that there is no irrigation or pasturing facilities and that the lands should be surveyed and the illegal exactions and corrupt practices of the karnams and village munsifs may be put an end to.

MARUNGAPURI.

Early history.—Marungapuri and Kadavur formed parts of the same estate. This Poliam was seized in 1803 and the peshkash of Rs. 20,519-3-10 was fixed at 70 per cent of the gross income. No sanad was granted for this zamindari and for many years it remained an unsettled palayam.

Titles.—The title of the zamindar was in dispute in the civil courts and a sanad was granted only in 1906. The position of the Poligar was for some time in doubt and it was not till 1871 that it was decided by the Privy Council that the Marungapuri zamindari which is topical of others was an hereditary estate the owner of which possessed a title indefeasible by the will of the Government.

Rates.—The estate is under the Court of Wards. It contains 103 villages. The extent of land occupied for cultivating before the survey of 1897 was as per the survey records about 41,156 acres. The total assessment for fasli 1288 (1878) as given on page 369 of Trichinopoly Manual is Rs. 68,436-9-1. From this the average rate of assessment if worked out would amount to about Rs. 1-10-0.

In the statement given by the Manager, the total acreage of cultivation for fasli 1347 (1937) is Rs. 50,707 and the total amount of assessment amounts to Rs. 1,13,148. The average rate now prevailing if worked out would amount to about Rs. 2-4-0.

The following table will show the increase both in the extent of cultivation and the rate of assessment in this zamindari from fasli 1288 to fasli 1347 :—

Fasli.	Extent. RS.	Rate.			Assessment.		
		RS.	A.	P.	RS.	A.	P.
1347 (1937)	50,707	2	4	0	1,13,148	0	0
1288 (1878)	41,156	1	10	0	68,436	9	1
Difference	9,551	0	10	0	44,711	6	1

Forests.—The reserved forests in this zamindari amount to 19,765 acres and the unreserved to 17,485 acres. The total extent of unoccupied lands as per the survey records subsequent to 1897 amount to 46,928 acres. Out of these, if we deduct 19,765 acres of reserved forests and 17,485 unreserved forests, we will get a balance of 9,764 acres of unoccupied lands in the zamindari.

Irrigation.—There are 593 tanks in the zamin villages and 107 in the whole inam villages making a total of 700. The estate manager says that repairs are done and there are no complaints. But witness No. 159 comes and says to the contrary. But there are no public grazing grounds and grazing fees are charged. The karnams are not prompt in their duties even according to the evidence of the Manager of the Court of Wards. Court of Wards do not give any remission as according to them there is no provision of law.

Green manure and wood for agricultural purposes cannot be taken freely. Witness No. 159 speaks to the effect that joint patta system should be abolished and patta lands of the zamindar should be transferred to the ryots.

KATTUPUTHUR.

Kattuputhur is the only mitta in the district. It was created by the Government in 1802 and given to one Sarvothama Rao, the head sarishtadar of the Salem Collectorate. He sold the estate in 1810 to one Gunnama Reddi who in turn sold it to Annayar and Sapta Rishi Reddi in 1813. These men are the ancestors of the present owners. This mitta was transferred from Salem to Trichinopoly in 1851.

This mitta contains five villages and pays a peshkash of Rs. 15,901. The revenue of the mitta was 16,303 in 1802, Rs. 30,144 in 1876 and Rs. 30,234 in 1878. In fasli 1345 as per the accounts submitted by the estate, the income was Rs. 36,011-2-5. For fasli 1346, it rose to Rs. 36,355-11-11. The increase in the rent rolls from 1802 to 1937 amounts to Rs. 20,052-11-0. In his memorandum, the zamindar says that the rates were fixed by the Government in 1803, and they are as follows:—

Bailing wet.			Direct flow.			Dry.			Garden.		
Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.
From	6	4	0	From	11	4	9	From	0	4	6
To	19	2	8	To	21	2	1	To	3	2	0

The rates in the adjoining Government lands is as follows:—

Direct flow.		Dry.	
From Rs. 9-15-0	to Rs. 20-11-0.	From Rs. 1-4-0	to Rs. 2-4-0.

The mitta is in the wet area and is irrigated by Kattuputhur channel where water is available for irrigation throughout the year. The zamindar says that it is not possible to furnish information regarding waste lands and he does not also furnish any information regarding the total area of cultivated lands. About 100 acres of Padugai lands are reserved for forests and the trees, leaves, etc., from these forests are required for the maintenance of the channel banks.

The extent of the private land in this mitta is only 470.98 acres and the Government have surveyed the irrigable area and the estate at their costs but the same has not come in force. In the memorandum, submitted by P. K. Veerappa Mudaliyar and 51 others of Unniyur village, it is stated that the roads, porambokes, pasture lands, cremation grounds and other places, originally held in common are now separately assigned and rent collected. There are no roads in the village and no porambokes for answering calls of nature even and there is no drainage for rain water also. The zamindar is also collecting rents at Rs. 30 per acre and the memorandum prays for fixing the rent similar to Government villages also for directing the return of communal lands for public use and placing the zamin ryots at par with the Government ryots.

ARUNAGIRIMANGALAM.

Early history.—The early history of this proprietary village is not available. In the register of zamindaris, this is grouped in the Ramanathapuram group of villages and forms part of a group consisting of six villages. The peshkash for this village is shown as Rs. 143-7-10 and the assessment as Rs. 5,919-12-8.

Rates.—Witness No. 189, Mr. Jambulinga Udaiyar of Arunagirimangalam, says that the rate has been increased in the same holding from Rs. 0-14-9 to Rs. 2-5-0. In the case of nanjai, assessment is Rs. 12 and punjai Rs. 5 to 8.

Irrigation.—There is no irrigation facilities and something must be done, says the witness. Ryots have to dig out their own wells for cultivation.

The cattle is often taken away for arrears of tax and is released only after Re. 0-8-0 or Re. 0-12-0 is paid. This amount is not shown in the receipt but an item of feeding charges is shown.

This witness and Nallappa Udaiyar of Arunagirimangalam jointly say that one Kailasa Padaiyachi was assessed Rs. 5 for fasli 1344 whereas in fasli 1345 he was assessed Rs. 8. Before two years whatever may be the crop grown, the rate was same. But now, the witnesses say, the rate is increased.

TANJORE CHATRAM ESTATE (DISTRICT BOARD).

After the demise of the last rulers of Tanjore, the Board of Revenue took over the management of the estate under Regulation VII of 1817, and afterwards it transferred the estate to the District Board under the Local Funds Act of 1884.

There are altogether 80 inam villages and 49 part inam villages. In about six villages the rent was fixed for wet lands in grain and for dry lands in cash. In about eight villages permanent cash rates were fixed prior to 1828. Such permanent rates are still continuing. There are also villages where Aumatic tenure that is the sharing system is being continued.

Originally the lands were surveyed in 1897. In 1910-11, the District Board made a further survey of the whole area with a view to improve the condition of the lands. The Government also made a supplemental survey in Cauvery-Mettur Project areas.

Consequent on the irrigational facilities which the estate rendered the rate was slightly enhanced in 1911. Witness No. 181, Revenue Inspector of the Chatram Department says that the rent was so enhanced after a discussion with the ryots by the Deputy Collector.

The enhancement was one marakkal per kalam but the maximum was never more than 5½ kalams per acre. After the enhancement of 1911, a further enhancement was made in 1921-22. The rates are now as follows :—

Wet rates Rs. 2-4-0 to 18-0-0.

Dry rates Rs. 0-4-0 to 2-10-0.

There are about 40,000 acres of cultivated land, half of which are wet. The total income for the estate is Rs. 2,00,000 from rent alone.

There are two different systems of rent collection in the estate and they are according to the statement of witness No. 180, Officiating Superintendent of the Chatram Department as follows :—

In one system the estate enters into an agreement with the ryots by which the rate will be varied periodically according to the rise or fall in prices.

In the other the rate is fixed without any regard to the price current in the market.

The Superintendent also says that there are no disputes regarding rates but there are about 700 suits pending now between the District Board and the ryots. A sum of Rs. 3,00,000 is in arrears now. The Superintendent further says that the best thing that could be done for fixing rates is to adopt settlement principles which the Government adopt in ryotwari tracts. The irrigation is by tanks and channels and these are looked after by the District Board. There are about 12,000 acres of reserve forest and 2,000 to 3,000 acres of unreserved forests. Only in the reserved forests, there is the permit system for grazing cattle and taking wood. But witness No. 172, P. V. Sabhesa Ayyar, L.M.P., aged 75, says there is no proper drainage channel and that the system of joint pattas may be discontinued. He also says that the Revenue Courts delay matters a good deal and there are no thrashing floors for the ryots. He also speaks about the illegal exactions of the karnams.

Tanjore Chatram Estate had, notwithstanding the fact that it was originally an inam long ago became the property of the Government after the death of the last of the rulers of Tanjore. The Board of Revenue managed the estate on behalf of the Government and later transferred it to the District Board. The District Board became the proprietor of the estate. It is therefore an estate and not an inam and for that reason it has been included amongst the Southern Estates, and the evidence considered along with the other estates.

The points stated on both sides has been set out exhaustively in the evidence referred to, given by witnesses both on behalf of the ryots and the landholders. More or less they are common to all the estates. The main points relating to rates of rent, irrigation sources, forests, communal lands and all other matters expressed as well as unexpressed on behalf of the estate, represented or unrepresented, in the enquiry before our Committee are all common. That they are common to all the estates and poliams situated south of Madras, is clear from what is given below with regard to the estates that were represented before our Committee in the enquiry conducted at Madura centre. We now proceed to deal with Madura centre and the estates that came forward to give evidence before our Committee at that centre. It was not only the estates and poliams of Madura but also those of Tinnevely and other adjacent areas, that gave evidence at that centre.

As in the case of Trichinopoly centre we give for Madura centre also a short preliminary introduction and then proceed to examine the evidence of both sides, estate by estate.

At the end of the next chapter we shall refer to the conclusions recorded in the first part after a review of the evidence given in all the five centres.

CHAPTER V

MADURA CENTRE.

1 Ramnad.	10 Ammayanayakanur.	17 Singampatti.
2 Sivaganga.	11 Elayarampannai.	18 Urkad.
3 Kannivadi.	12 Tinnevelly Palayams and	19 Seithur.
4 Bodinayakanur.	their permanent settle-	20 Vairavankulam.
5 Idayakottai.	ment.	21 Sankaranagar.
6 Thevaram.	13 Etayapuram.	22 Sivapuram.
7 Ayakudi.	14 Sivagiri.	23 Pavali.
8 Erasakkanayakanur.	15 Saptur.	24 Thirukkarangudi Endow-
9 Gandamanaickanur.	16 Uthumalai.	ment Inam Estate.

Introductory note.—The district of Ramnad was constituted on 1st June 1910. It comprises the two great zamindaris of Ramnad and Sivaganga which formed part of the old Madura district and the reconstituted Government taluks of Sattur and Srivilliputtur which formerly belonged to the Tinnevelly district.

The agricultural practice of the district does not present any peculiar feature. As in other districts it follows the seasonal conditions. The major portion of the arable area is dry land.

At the Madura Centre, estates belonging to the Ramnad, Madura and Tinnevelly districts gave evidence before the Estates Land Enquiry Committee. The estates that tendered evidence can be classified according to the districts to which they belong inasmuch as it will be easy for purposes of reference. We shall take the estates from the Ramnad district first.

Name of the estate.	Peshkash.			Rent-roll.		
	RS.	A.	P.	RS.	A.	P.
Ramnad	2,87,053	2	2	13,10,175	1	7
Sivaganga	2,53,057	5	2	11,37,146	13	8
Seithur	12,552	10	7	1,00,107	6	10
Pavali	2,847	12	7	17,929	10	3
Elayarampannai	2,519	14	2	4,906	15	4
Total ..	5,58,030	12	8	25,70,265	15	8

MADURA DISTRICT.

The Ramnad and Sivaganga zamindaris were formerly part of the Madura district. But since 1910 those zamindaris were transferred to the Ramnad district.

The principal river of the district is the Vaigai, which rises in the Western Ghats. Besides this there are two more rivers, namely, Varashalai and the Gundu. These three rivers are extremely uncertain in their flow and are rarely in fresh for more than a few days at a time.

The predominant geological formation of the district is granite which underlies the whole area.

Among the industrial crops of the district the foremost is cotton. There is a slight decrease in extent of the area cultivated with cotton which is due to the fall in the price of cotton. The area of land under cotton cultivation is 178,532 acres. The cotton raised in the district is ginned in the factories lying distributed over it and spun into yarn in the mills in and around Madura.

The remarkable feature of the district, especially the taluks of Melur and Dindigul, is the very large number of small tanks—many of them being extremely small and rain fed. The wells in the Melur taluk are principally in wet lands and supplement the precarious sources of irrigation.

The following estates belonging to this district gave evidence before the Committee :—

Name of the estate.	Peshkash.			Rent-roll.		
	RS.	A.	P.	RS.	A.	P.
Kannivadi	37,989	7	10	1,71,267	0	4
Ayakudi	16,714	9	5	37,543	5	2
Bodinayakkanur	13,807	7	4	90,120	0	0
Ammayyanayakanur	13,474	15	9	51,136	2	8
Saptur	8,809	11	9	68,848	4	11
Idaiyakottai	6,981	0	0	35,464	13	6
Elumalai	3,612	11	4	11,960	13	11
Gandamanayakanur	2,761	7	3	18,216	0	0
Erasakkanayakanur	2,061	4	6	23,208	0	0
Thevaram	1,100	14	3	17,073	0	0
Total ..	1,07,213	9	5	5,24,837	8	6

TINNEVELLY DISTRICT.

This is the most southerly situated district in the Presidency. Under Sir William Meyers redistribution scheme, the taluks of Srivilliputtur and Sattur (excepting twenty-one villages of the latter) in the old Sattur division of the Tinnevelly district were transferred to the newly constituted Ramnad district. There is a big forest with an estimated area of 504 square miles of which nearly one-third is zamindari. The value of this forest lies in its protective character, numerous streams taking their rise in it and supplying channels and tanks with water for irrigation. The chief rivers in this district are the Tambraparni and the Chittar. The other rivers are small.

Cotton is the chief industrial crop cultivated in the district. The extent under it is 300,250 acres, about two-thirds of the total quantity of cotton is raised in the Koyilpatti taluk.

The names of the estates belonging to this district, which gave evidence before the Enquiry Committee, are given below (along with their total rent-roll and peshkash) :—

Name of the estate.	Peshkash.			Rent-roll.		
	RS.	A.	P.	RS.	A.	P.
Ettyapuram	77,638	13	9	3,06,232	8	2
Sivagiri	41,455	2	3	1,42,469	5	1
Uthumalai	26,852	7	9	1,25,020	12	11
Urkadu	12,936	15	11	..	..	..
Singampatti	8,008	2	11	12,000	0	0
Vairavankulam	4,180	0	8	9,041	8	1
Thalaivankottai	2,716	5	7	8,218	10	6
Thirumalainayakanpudukudi	2,069	2	9	12,326	14	4
Nainar Agraharam	2,014	7	3	7,269	8	4
Sivapuram Mitta	553	4	10	11,906	10	2
Sankaranagar .. .. .	..	..	..	..	..	..
Total ..	1,78,424	15	8	6,34,485	13	7

RAMNAD ZAMINDARI.

	RS.	A.	P.
Present peshkash	2,87,053	2	2
Rent-roll	13,10,175	0	0

Peshkash was fixed at Rs. 3,31,565-8-0 at the time of permanent settlement (22nd April 1803), "according to the usual terms of zamindari assessment in the proportion of two-thirds of the gross revenues upon the average income of the estate from faslis 1205 to 1211; fasli 1208 being excluded as it was a very low year.

Subsequently reductions were made in the peshkash on the following grounds :—

(1) Certain villages were separately registered in the Collector's accounts with proportionate peshkash payable on them.

(2) Government's grant of 10 per cent commission on the total amount of quit-rent collected by the zamindar.

(3) Deduction of two-thirds of moturpha fees.

The estate is now under the management of the Court of Wards. About the beginning of August 1935, at the Zamindar's request for discharge of debts, the Court of Wards took over the management of the estate, under section 18 of the Court of Wards Act.

G.O. Mia.
No. 1749,
Revenue,
dated 31st
July 1935.

The extent of land cultivable, cultivated and waste.—The extent of land cultivable, cultivated and waste in the ayan or 'proprietary villages' and inam villages attached to the religious and charitable institutions in fasli 1297 (1887-88)—

Description.		Total cultivable area.	Area cultivated.	Waste.
		ACS.	ACS.	ACS.
1 Ayan .. ..	..	400,393	3,20,843	79,550
2 Devasthanam ..	..	112,930	64,771	48,159
3 Chatram .. ..	..	24,966	14,765	10,201

The Court of Wards Administration Report for fasli 1346 (1936-37), gives the following particulars regarding area of the estate, the number of villages in the proportion of cultivation to holdings :—

Area of the estate	2,351·00 square miles.
Ryoti or joint rent villages ..	564.
Villages rented to middle men ..	771.
whether paying rent in money or in kind.	
Villages partly ryoti and partly rented.	5.
Inam or shrotriyam villages ..	832.
Total number of villages	2,178.
Holdings in acres	443,944.
Actual cultivation	368,471.
Percentage of cultivation to holdings.	83·0 per cent.

The Estates Manager in his report (dated 5th March 1938) for the quinquennium ending fasli 1346 stated that the improvements effected to irrigation works since the Court of Wards assumed charge of the estate, have resulted in an increase in the extent of wet lands by more than 7,500 acres and that it will take another three years for the full effect of improvements to be felt.

It is stated in the ryot's memorandum that the landholder in some villages purchases several punja lands from the ryots and converts them into nanja lands, thereby increasing the nanja ayacut far beyond the capacity of the tank and materially injuring the interests of other ryots owning nanja lands in the villages. Ryots therefore desire that the Act should provide that any increase in the nanja area should be made after application to the Collector and enquiry made by him after notice to the ryots. The suggestion is also made that the Zamindar must be compelled to keep a permanent register of cultivable lands duly classified.

Rates of rent prevailing in the Zamindari.—The following statement from the Estate Manager's report shows the average rate of rent per acre of different classes of land, viz., dry, wet, dry-wet, and garden. The figures indicate that the dry rates are generally lower in the estate than the adjoining Government villages, while the wet rates and dry-wet rates are much higher. The report also states that the estate in addition, levies a "stiff rate for garden crops for which no special assessment is made in Government villages."

Comparative statement showing the rent per acre in the estate and in the adjoining Government villages, of different classes of land.

Class of land.	Existing rate of rent in the estate per acre.	Existing rates of rent per acre in adjoining Government villages.	Remarks.
1 Dry	Rs. 0-4-5 to Rs. 3-0-3 ..	Rs. 1-2-0 to 2-13-0 ..	....
2 Wet (cash rent) ..	Rs. 0-8-7 to 0-11-3 ..	Rs. 4-8-0 to 8-8-0 ..	....
Commuted value of melvaram.	Rs. 10-12-10 .. ..	....	The average rent in kind is taken as 48 per cent of six kalam per acre and commuted at Rs. 4-8-0 per kalam.
3 Dry-wet (cash rent). (Sarasari)	Rs. 1-0-0 to Rs. 1-15-0. Rs. 11-13-10 .. ..	.... ....	.... This is the maximum leviable rate per cent of wet land. The rate is variable, from place to place and fasli to fasli.
4 Garden in dry land.	Rs. 1-4-0 to 13-0-0 ..	....	} No assessment has been made for garden crop in Government villages.
Garden in wet land.	Rs. 15-0-0 to 45-0-0 ..	....

Ryots' evidence regarding rates of rent.—Mr. R. Narasinga Nayudu, witness No. 248, states that for nanja lands generally, half the produce is paid as "waram" and the estate in addition collects "nilavari" cess where paddy is cultivated. The cost of cultivation according to the witness is Rs. 75 per acre while the yield per acre is only five kalams which along with the cost of hay is only Rs. 30.

According to this witness, rates for punja lands range from 8 annas to Rs. 2 per acre.

The lot of nanjathram-punja lands is unenviable according to the witness. If water percolates from the adjacent wet lands, the lands become unfit for cultivation as only dry crops are raised on these lands. But the estate levies 'sarasari' or average nanja 'varam', on them even if rain water flows into them from nanja lands nearby. If the ryots raise bunds to prevent inflow of rain water then the estate levies "bund-sarasari."

The witness also complains that about two or three years ago certain lands which were paying money-rent were converted into "waram paying lands" and pattas were granted on "half share" basis. The witness wants that "waram" system should be abolished and that money-rent calculated on 30 years average should be fixed and that the estate should undertake survey at its own cost.

According to witness No. 249, cultivation expenses for one acre of nanja land is Rs. 45-8-0 in his parts; estimated yield will fetch about Rs. 28-8-0 per acre and that therefore there is a loss of Rs. 17 on each acre.

Dry rate in his parts is As. 10 per acre. The witness further states that formerly 'Vanpayir-kuli' punja lands were paying only 10 annas. At present, however, if a ryot improves the same lands with the aid of wells sunk at his own expense and raises crops on them, the estate levies different rates on different crops; 90 cents of land (Vanpayir-kuli punja land) pays Rs. 22 for tobacco; and for plantain it pays Rs. 10-8-0 while the same extent of land as noted above paid before only 10 annas without any differentiation being made regarding the variety of crops grown.

The witness further states that the new rate on tobacco was levied about fifteen years ago; there was litigation about it and the judgment of the High Court was favourable to the ryots. Subsequently there was a compromise between the estate and the ryots. Questioned whether there was any reduction in rate under the compromise, the witness states that there was none.

He also deposed that formerly punja rates were levied according to the nature of the soil but that the estate now levies water-rate for chillies, brinjals, plantains, etc., raised on dry lands improved with the aid of wells sunk at the expense of ryots.

The witness also refers to a "pernicious system" in Rajasingamangalam taluk and in Kooriyur where certain punja lands in the occupation of the ryots are sought to be converted into nanja lands with a view to claim higher rent.

The witness also complains about the excessive classification of punja lands and the absence of any standard measurement.

He states that money-assessment should be introduced in the place of the 'waram' system and that the prevailing high dry rates should be reduced.

Mr. T. G. Govindaswami Naicker (Puliampatti, Aruppukottai), witness No. 250, states that for nanja lands cultivated with the aid of ryots' wells, the estate levies a rate of Rs. 12-8-0 per acre for the first crop; for the second and third crops the rates levied are Rs. 6-4-0 and Rs. 6-4-0, respectively. In respect of the charge of double tharam assessment for two crops, the High Court clearly laid down (in S.A. No. 1024 of 1917 and in another Second Appeal in 1929) that "a field is said to have a second crop when the first crop was grown on an extent and yielded and a second crop raised over the same extent, one and a half times the tharam assessment is alone due in such cases." This decision was followed in S.S. No. 313 of 1934 (in the Court of the Special Deputy Collector of Manamadurai).

According to this witness the ryots were not paid the decretal costs in the above suits but were put off by the Estate Collector (Mr. Gopalaswami Ayyangar, I.C.S.), with an assurance that a new system of rent will be introduced in 1940.

The witness deposed that in spite of the decisions referred to above the estate continues to levy the same old rates and that the produce and movables are being distrained if ryots fail to pay those rates.

Vanpayir assessment.—Vanpayir-crops are brinjals, cabbage, sweet potatoes, chillies and tobacco. The witness says that the estate levies a special rate of Rs. 12-8-0 per acre on these crops; though the High Court in S.A. Nos. 1024, etc., of 1917, decided that the

estate was not entitled to crop-war rent for vanpayir cultivation. It may also be observed that this decision was followed in S.S. Nos. 312 and 313 of 1934 in the Special Deputy Collector's Court, Manamadurai, and the witness therefore requests that vanpayir assessment should be abolished.

It is also stated in the memorandum submitted by the Ramnad zamindari, that the system of collecting different rates for various kinds of crops, including vanpayir on punja lands should be abolished. The ryot has no incentive to raise profitable crops as the margin of profit is poor, after paying the extra rent levied on superior crops. The memorandum states that only usual punja rate should be levied, irrespective of the crops raised.

The witness No. 250 also deposed that the total extent of black-soil punja lands in the estate will be 2,500 acres and that the rates on them generally range from 6 annas to 12 annas per acre. But in the six villages of Aruppukottai, Chinna Pulliampatty, Kanjanayakenpatty, Athipatti and Sukkulanatham, the rates, according to the witness, were enhanced from the above rate to Rs. 2-6-0 and Rs. 3-4-0 on the ground that the ryots in the above villages did not show proper respect to the Estate Tahsildar when he visited them some years ago. The witness desires that these rates should be reduced.

Mr. T. K. Karuppa Pillai, witness No. 251, deposed that according to a Privy Council decision for nanja lands without tank irrigation, but which depend purely on rainfall, only the ordinary 'waram' water-rate of five panams should be levied; but the estate continues to charge a higher water-rate. The witness also stated that nanja-tharam punja lands and regai-punja lands pay money-rent and that only ordinary rates should be levied, if they are rain-fed lands. The witness complains that since the Court of Wards assumed charge of the estate "sarasari" is levied on these lands.

Another complaint of this witness is that in the village of Periyur two-thirds of the lands have been taken in auction by the zamindar and that the zamindar demands, for the return of these lands, a nazarana of Rs. 10 per acre, which the ryots find it difficult to pay. The witness desires that the land should be restored on payment of a smaller nazarana. It is also the complaint of the witness that the rate of Rs. 5 per acre is excessive for the village of Kolundurairi which wholly depends on rainfall for its cultivation.

One more complaint of the witness which is rather serious, is that for punja lands in Puttur village which have been usually paying money-rent, the estate recently demanded "waram" which the ryots refused. The estate thereupon foisted criminal cases on the ryots, and according to the witness, charges were framed against them in Sub-Collector's Court. The ryots fearing further consequences obeyed the dictates of the estate and gave a written undertaking that they would not in future raise chillies or cotton on their lands.

Ryots have also complained that the estate demands "waram" for lands paying a rate of 5 annas and also for chillies and cotton grown on those lands and that on refusal of payment by them, the estate harasses them by instituting all sorts of criminal proceedings. The ryots say that they will welcome money-assessment, if the rates that are to be fixed will be reasonable.

The memorandum submitted by the ryots of Maranthai Devasthanam village, states that punja rate was originally collected for the nanja lands (in the village) cultivated with the aid of rain-water, but, that for the last few years, the estate has been trying to impose a special rate for the above nanja lands; and this in spite of the fact that the estate has been "criminally indifferent" to the condition of the tank and the irrigation channel in the village.

Hardships under the waram system.—Ryots, witnesses Nos. 248, 249, 250 and 251, complain that under the waram system the ryots are at the mercy of the zamin officials; regarding permission to reap, process of computation of their produce, removal of it and also as regards the measurement of lands.

Witness No. 251 states that the estate launches criminal prosecutions against ryots if they reap crops even after giving notice to the estate, just on the ground that the estate officials were not present in the field. This is no fault of the ryots. The witness wants that the estate should not prosecute in such cases. The witness complains that there are no granaries in the villages, and that for computing the produce, the ryots have to carry it to zamin granaries, some of which are at a distance of seven miles from the fields. Besides, no cartage is given to the ryots.

Mr. M. K. Sundararaja Ayyangar, Advocate (witness No. 252), deposed that "waram" tenure should be abolished, owing to difficulties inherent in the system. The witness also stated that if a proper machinery could be devised, it may work well and it will be better than the cash-rent. According to the witness, one-fifth of the gross outturn would be a fair and equitable rent.

In the ryots' memorandum it is stated that the "waram" system must be abolished for the following reasons:—

- (1) The system of collecting rent by "waram" works out great hardships to the ryots in various ways. The proportion of the waram collected is itself heavy and unreasonable.
- (2) The procedure adopted for collection adds to the miseries of the ryots and makes their burdens heavier.
- (3) The appointment of temporary, unscrupulous agents of the zamindar for collection at the time of harvest, further increases the miseries of the ryots. The memorandum further states that the precarious monsoons on which the ryots' fortunes depend, also add to the tribulations of the ryots and they have to struggle for their very existence. In this connexion the memorandum cites the vivid observations of Mr. Lee Warner, who managed the estate some years ago (Ramanad Manual, pages 463 and 464) and states that the condition of ryots described therein never improved since then.

Irrigation works.—It is stated in the Estate Manager's Report that when the Court of Wards assumed charge of the estate it was found that the irrigation channels and tanks in the estate had for years been in a serious state of disrepair. Owing to breaches of a longstanding nature, the channels had acquired a "destructive set" and instead of irrigating the wet lands, they were causing devastation both to the dry and wet lands. It is further stated in the report that almost all the tanks and embankments were below the minimum required for storing up to the full tank level; "many were badly breached and in respect of not a few, the fields were not distinguished from ayacut." The Estate Manager further states that all these tanks and channels have now been set in order at a cost of nearly two lakhs and that new works in addition have been constructed at a cost of over a lakh of rupees. He gives the following details regarding the amount spent on new works:—

Faali.							Ayan.	Devasthanam.	Chatiram.
							RS.	RS.	RS.
1345	..	..	..	..	..	..	16,258	49	..
1346	..	..	..	..	..	..	72,092	13,273	19
Total ..							88,350	13,322	19

As mentioned previously, improvements to irrigation works, according to the Estate Manager have resulted in an increase in the extent of wet lands cultivated, by more than 7,500 acres.

Ryots' evidence regarding irrigation facilities.

Witness No. 248 complains about lack of irrigation facilities in the estate and states that failure of seasonal rain further increases the hardships of the ryots. The witness further deposes that there are no perennial rivers in the zamin and that as a consequence there is no timely supply of water in the channels and canals and that ryots are put to great losses owing to the precarious nature of the irrigation supply in the estate. Tanks are in a sad state of disrepair according to the witness, and that as regards some of them, no repairs have been effected for the past twenty-five years, while some other taluks have been uncared for, for about hundred years. The witness further complains that there are no shutters to sluices in tanks and that some "kalangus" are badly breached and that owing to the bad state of tanks only dry cultivation is possible on wet lands and that the ryot is not sure how much nanja land he possesses and how much punja. Answering a question, the witness states that the estate has now begun doing some repairs for a few tanks. The witness has also drawn attention to the neglected condition of the tank in the devasthanam village of Maranthai and how the breaches in the tanks have not yet been closed in spite of the assurance of the estate authorities. Memorandum submitted by the ryots of Maranthai village mentions similar complaints and states that the tank can hold not even fifteen days' supply of water during times of heavy rain and that the irrigation channel was not repaired for over fifty years. The witness (No. 248) desires that the same irrigation facilities enjoyed by ryots in ryotwari areas should also be granted to zamin ryots and that an anicut should be constructed in the estate. He also wants that repairs to irrigation sources should be effected by the Government and that the costs incurred should be recovered by the zamindar.

Witness No. 249 states that the estate levies water-rate for lands irrigated by the lower reaches of the tanks. He also says that the estate is doing repairs to some tanks but in a rather indifferent manner and that small tanks are in the same old state of disrepair. The witness thinks that only the Government will do the repairs properly.

Witness No. 250 states that irrigation channels are in a bad condition and that the estate officials are deaf to the appeals of ryots in this connexion.

It is stated in the ryots' memorandum that repairs to several irrigation works which are at present, entrusted to the landholder, are invariably not kept in order and that rules and regulations prescribed for compulsory repair involve legal steps and proceedings on the part of the ryots which are both extensive and ruinous. Ryots therefore desire that the Government should take over the repairs and upkeep of all the irrigation sources and attend to the same as they do in ryotwari tracts and recover the expense from the zamindar.

Communal lands.—Mr. M. K. Sundararaja Ayyangar, Advocate, witness No. 252, desires that management of village lands (communal lands) must be left to the village panchayats. Ryots' memorandum states that tank-beds, irrigation channels, village sites and all poramboke lands in the village should be set apart wholly for the use of the village community. Fishery rights also should be vested in the village community, according to the memorandum, and that the village panchayat or any other constitutional body to be set up by the Government should assume the management of communal lands and be responsible for the funds derived therefrom.

Tree-tax.—Witness No. 248 deposed that the estate levies tax on trees standing on patta lands.

Witness No. 249 states that trees on patta lands are charged by the Estate and that for coconut trees 8 annas are charged per tree; while rate for other trees in Sikal taluk is 5 annas four pies per tree; in Ramnad taluk the rate is 2 annas and in other taluks it is 1 anna three pies. Petitions for cancellation of the tax in the case of trees which have perished, are shelved.

Witness No. 250 deposed that for coconut trees on patta lands the estate charges 6 annas eight pies per tree in his parts; for palmyra tree 10 pies is charged; guava tree pays 1 anna three pies; lime tree is charged 3 annas four pies; pomegranate tree 10 pies; margosa tree 1 anna three pies; and mango tree is charged 6 annas 8 pies.

The witness says that ryots have pattas to show that the trees are taxed in the above manner. The witness desires that tree-tax should be cancelled. Memorandum submitted by the ryots of Ramnad zamin states that receipts for tree-tax from some ryots are entered in the village accounts and the said entries are used against other ryots to establish the usage for payment of tree-tax. The memorandum therefore desires that the Act should be amended to the effect that in spite of usage to the contrary, land-tax alone can be claimed and not any additional tree-tax.

Collection and balance.—The increase in the percentage of balance for fasli 1346 (1936-37), according to the Court of Wards Administration Report, is due to the inability of the ryots to pay the arrears and current dues together; to the difficulties in realizing from under-tenure holders and to the "intense campaign conducted all over the estate by anti-zamindari propagandists."

Remission.—Ryots' memorandum states that for the villages comprised in the Ramnad zamindari, Special Revenue Officers must be appointed who should entertain applications for remission of kists and pass final orders after the inspection of the localities in question. This system, if adopted, the memorandum states, will put an end to ruinous litigation in which the landholders make exorbitant claims.

The extent to which coercive processes were resorted to for recovery of rent.—It is stated in the Estate Manager's Report that until the estate was taken over by the Court of Wards, coercive processes were rarely taken and only a threat of distraint was used. In the last two faslis of the quinquennium, however, distraint of movables including standing crops was resorted to though not extensively, and the dues were realized to some extent. It is further stated in the report that the estate never resorted to attachment and sale of immovables because of the cost involved, which would come to about Rs. 15 to Rs. 20 for each case.

The estate found that litigation was long drawn and costly and decrees when obtained were rarely realized and no suits were therefore filed by the Estate after fasli 1345.

No suits
filed after
fasli 1345.

The ryots' memorandum states that the landholder should not be vested with the power of distraint, as it is very often misused for collecting from the ryots more rent than is legally due. The memorandum also states that at present several of the instalments of rents fall due even before the harvest time and that the very produce is attached and taken away from the ryots for the arrears of earlier instalments. Ryots therefore want that instalment payment of rent should be postponed till after the harvest time is over.

The extent to which indebtedness prevails.—It is stated in the Estate Manager's Report that except in the Northern range where there is little indebtedness among those tenants who confine themselves to the pursuit of agriculture, *indebtedness is general* all over the estate. This, according to the Estate Manager, is chiefly due to drink, wasteful expenditure on marriage, festivals and litigation.

The extent to which occupancy ryots are alienating their lands and the class of persons into whose hands the lands are passing.—In the northern range of the estate, consisting of three taluks alienation of lands was not much but in the central and southern ranges consisting of eight taluks there has been alienation of 40 to 75 per cent of lands. The alienated lands have passed into the hands of the following classes :—

- (1) Professional money-lenders who are generally 'Manjakuppam Chettis.'
- (2) Muslims who for the most part engage themselves in trade in foreign countries and invest their savings in lands.
- (3) Udayars, Nadars, Yadawas, etc., who live thrifty lives and invest their savings in lands.

General condition of the ryots.—Owing to the failure of crops, the condition of the ryots in fasli 1345 was very bad. The Estate Manager stated in his report that in the southern part of the estate the condition was so bad that persons were *living on the tender shoots of palmyra trees*. We also learn that crime increased in a marked manner and that many people from the area emigrated to foreign countries.

Improvement in the condition of the ryots was however noticed in fasli 1346. The Estate Manager says that if there is failure of rain after the cultivation season there is enforced idleness on the part of ryots. *It is due to the fact that most of them have no subsidiary occupation.*

Ryots'
evidence.

Witness No. 248 states that the yield of the land was very poor this year. Witness No. 249 and witness No. 251 state that the condition of the ryots in the estate are miserable and that they had to sell cattle and sheep and even the cloths and "thali" (mangala-suthram) of their womenfolk to pay the kist.

Occupancy rights.—Mr. Narasingaperumal Nayudu, witness No. 248 (Secretary, Ryots' Association, Mudukulathur taluk, Ramnad district), stated in his evidence that *occupancy rights may be confirmed on under-tenants on inam lands and in other cases where the tenant may possess "melvaram" right*, but where the tenant possesses only 'kudivaram' right, he is not for granting occupancy rights to under-tenants. A certain portion of the income, according to the witness, may, however, be set apart for the benefit of the under-tenants. Questioned whether any legislation is necessary or a formal agreement will be sufficient, regarding the sum to be so set apart, the witness says that legislation will be uncalled for, as it is largely a matter for mutual understanding and good will.

The witness is of opinion that services of under-tenants may be disposed of at any time and the power for terminating their services should rest with the village panchayats.

Inams.—Mr. S. Subramanya Ayyar (witness No. 239), Advocate, Devakottai, Ramnad district, spoke of inam villages both in Ramnad and Tanjore districts. He traced the history of 96 villages, originally granted by Sarboji Rao.

The witness cited Nelson's Manual to show that the inams were originally of both waramis; that he and other inamdars invested thousands of rupees relying on the previous provisions of law; that inamdars now held only fragments and cannot take advantage of the Estates Land Act and they should therefore be excluded from the operations of that Act.

Grievances of ryots in inams—Dharmasanams and similar villages.—Witness No. 248 complains that derivative landholders like cowledars, inamdars, jivithamdars, dharmasanamdars, etc., harass the tenants under them in various ways. He further states that tenants have to slave for them and that there is no security for their service as they are turned out by those tenure-holders, at any time. Witness No. 249 makes similar complaints and states that the dharmasanamdar assumes the airs of a petty zamindar and causes no end to the sufferings of the tenants under him. According to the witness, the dharmasanamdar appropriates even house-sites and levies "waram" on nanja and punja land alike. This witness therefore requests that the condition of ryots under these tenures should be thoroughly enquired into and their grievances redressed.

In the memorandum submitted by the ryots in Dharmasanams, inams and other similar villages the following hardships are mentioned along with the desired remedies :—

- (1) Warapath tenure now existing in respect of dry lands in some of the inam villages must be abolished and only the fixed customary rent for dry lands prevalent, in zamin ayan lands should be levied.
- (2) Sufficient space must be set part for house-sites and made available to the ryots of inam villages, for building purposes.
- (3) A special tribunal must be appointed or revenue officers should be authorized to go round and safe-guard the rights of the ryots with regard to occupancy. For the tenants in most of the inam villages are harassed by the inamdar in collusion with village accountants who create documents to prove that all the lands in the villages were only private lands and were never in the occupation of tenants.
- (4) The system of collecting "sarasari", for punja lands adjacent to the "mamool" nanja lands, for no fault of the ryot except for the fact that the waste water of nanja lands is drained into these lands, works great hardship on owners of punja lands. Besides such draining water frequently causes considerable damage to these lands as water is let in, even to the detriment of the crops thereon. Suitable provisions for remission should be made in the statute, in such cases.
- (5) The provision in the patta that in addition to the terms detailed therein, the samasthanam custom, will be given effect to, causes great hardships to ryots, as the zamin officials, under the guise of "samasthanam rivaza", misuse the legal powers vested in the landlord.

Transfer of pattas.—Witness No. 248 states that applications for transfer of pattas are never attended to. Ryots' memorandum says that pattas are not transferred to real owners and that proceedings are taken against persons who own no interest in the land. Ex-parte decrees are obtained and the real owners are held bound by these proceedings. The hardships caused to ryots by vesting the authority to transfer patta in the landholder are many and serious. The memorandum therefore suggests that revenue officials should be entrusted with powers to make enquiries and make the necessary transfers and that the landholder should be compelled to revise the patta register, periodically.

Survey.—Mr. Narasingaperumal Nayudu, witness No. 248, has stated in his evidence that the lands in the estate have not been surveyed and that this leads to encroachments by owners of adjacent fields. Litigation and needless expenses are further consequences according to the witness and he therefore pleads for survey to be undertaken at an early date. He has also stated that only Kakur village which belongs to Travancore State and a few devasthanam villages have been surveyed.

Mr. T. G. Govindaswami, witness No. 250, deposed that certain devasthanam villages were surveyed in 1923 but pattas according to the survey have not been granted up till now. Petitions to the estate authorities for grant of pattas and reduction of existing rent brought no reply and the witness states that only Rameswaram devasthanam and Madura devasthanam, replied informing the ryots that only the Revenue Board has authority in the matter.

Pasture lands.—Witness No. 248 deposed that there are no pasture lands in the zamin and cattle and sheep, if ever, happen to stray into the zamin forests, are taken to zamin pound and confined by foresters. They are released only on payment of fine.

House-sites.—Witnesses Nos. 248 and 250 want that the estate should grant house-sites to ryots in a generous manner. It is stated in the Ramnad zamin ryots' memorandum that in Ramnad besides collecting nazzar, there is a custom of levying "sarasari" or rent year after year for land used as house-sites, inclusive of places used for storing fodder, manure and such other purposes. It is desired in the memorandum that there should be no levy of either nazzar or yearly assessment for house-sites.

Loan facilities.—Witness No. 248 suggests that for lightening rural indebtedness, Government should grant long-term loans on low interest to ryots. According to the witness co-operative societies cannot shoulder this burden as they cannot grant long-term loans; besides, Government charges 8 per cent interest whereas the rate of co-operative societies is 6 per cent.

Ryotwari conditions.—Mr. R. Narasingaperumal Nayudu, witness No. 248, wants that the zamindari system should be changed and that conditions prevailing in ryotwari areas should be introduced in zamins also.

Public institutions.—As regards public institutions for the benefit of ryots, witness No. 248 deposed that there is a high school at Ramnad but no hospital and that the estate collects school fees for running the school. The witness also deposed that the estate collects “mahimai” cess which is meant for maintaining a choultry where pilgrims to Rameswaram generally halt. The choultry however is closed now.

The witness also stated that in the villages, cattle-disease is prevalent and that it carries away a good number of cattle and sheep every year. The witness emphasises the need of a veterinary hospital in this connexion.

Miscellaneous requests.—The ryots’ memorandum says that the following grievances should be redressed :—

- (1) Water-scarcity is keenly felt in villages; whenever tanks are sunk by ryots in nanja or punja lands, no nazzar or yearly rent should be levied on that extent.
- (2) In Arupukottai taluk a very high rate of rent is collected for punja lands. Punja rate in this taluk should be reduced to the level of punja rates in other areas.
- (3) Where survey has been completed as in the Arupukottai taluk, it should be enforced, i.e., pattas should be granted and record of rights should be kept.

The estate department.—Witness No. 248 has certain complaints to make regarding the estate department. He states that while sufficient number of educated young men are available in the estate itself, persons from other parts, who are not familiar with the traditions and usages of the estate, are recruited. He also mentions the language difficulty experienced by the ryots. He has deposed that ryots, for instance, can express their needs and grievances to the estate manager only through an interpreter. According to this witness, illegal gratification and harassment by zamin subordinates have not ceased even under the management of the Court of Wards.

According to the witness, establishment charges are heavy and should be reduced.

Witness No. 249 states that since the Court of Wards took over the management of the estate English-educated subordinates come to the threshing fields and that they are not able to understand what the ryots express. He also states that the estate manager is inaccessible. Besides, it will not be safe, according to this witness, to interview him as it may lead to the displeasure of tahsildars and other officials who are under him.

With regard to the Ramnad estate, the evidence relating to rates of rent prevailing in the zamindari, the vanpayir assessment, hardships under the waram system, irrigation works, communal lands, tree-tax, collection and balances, remission, the extent of indebtedness, the general conditions of the ryots, occupancy rights, inams, grievances of ryots in inams, transfer of pattas, survey, pasture lands, house-sites, loan facilities, public institutions, have all been set out and taken into account.

Having set out the evidence given by witnesses on various points including tree-tax on coconut and other fruit trees, we shall consider the history of revenue system, the important point whether there has been any extension of cultivation from the date of the permanent settlement and if so to what extent. To arrive at this result we have to examine the extent of land under cultivation before the permanent settlement and the extent of cultivation in fasli 1211 and the extent of present cultivation.

HISTORY OF THE REVENUE SYSTEM.

The following history of the revenue system in the zamindari gives the classifications of lands and assessments thereon, which have been prevailing since a very long time :—

The rules of waram and vari in force in the zamindari.—The lands of the estate were classed originally as nanja and punja but Muthirulappan Pillai, the famous pradani of Muthuramalinga Sethupathi (1763–95) sub-divided them into six classes according

to the nature and circumstances of the lands. The nanja or irrigated lands were divided into the following three classes :—

- (1) *Nanja proper* consisting of lands usually cultivated with paddy and fit for paddy cultivation.
- (2) *Nanja vanpyre* cultivated with special products such as betel-vine, sugarcane, plantain, etc.
- (3) *Nanjataram punja* comprising such of the wet lands as are not fit for paddy cultivation for reasons such as the high position of the lands with reference to the water-level of their respective tanks and their consequent inaccessibility to water, etc., these lands are therefore cultivated with dry grains such as ragi, cholam, etc.

The punja (unirrigated) were classed as follows :—

- (4) *Punja proper* consists of lands cultivated with dry grains.
- (5) *Punja vanpyre* is applicable to special products such as chillies, brinjals, tobacco, saffron, sweet potatoes, etc.
- (6) *The kolam korvai* or land cultivated with paddy in the bed of tanks, just without the limits of the water-spread, the cultivation within the limits off water-spread being prohibited.

The system of rents by Muthirulappa Pillai.—It is stated that during the Nanob's administration of the Ramnad country or just before Muthirulappa Pillai took up the management all the different descriptions of lands of the estate and the fruit trees were paying rent in kind and the latter continued the practice with certain modification in regard to nanja, nanjataram punja and the fruit trees, throughout the estate and also punja of all the taluks excepting Pallimadam, Kamuthy Abiramam, Aranuthimangalam, Kanumanthagudi, Kuthagainadoo and Orur, where he tried money-assessment. Muthirulappa Pillai charged rent on kolamkoravai in kind in some taluks and in money in some others, while he fixed a specific tax in money on nanja vanpyre and punja vanpyre crop according to the nature of the products cultivated.

Nanja varadittum or division system.—In regulating the rent on nanja lands Muthirulappa has evidently taken into consideration the nature of the soil, the difficulty of cultivation, labour of the cultivator and other attending circumstances. For instance the rent charged on the nanja lands in the village of Kombidamadurai in the Ramnad taluk is very low in comparison with rent fixed on the similar class of land in other places. Kombidamadurai contained lands of very inferior quality overgrown with jungle and hardly remunerative, unless enriched with manure at a considerable cost out of the gross produce of the land a percentage deduction was made as common charges on account of the supply of seeds, cultivation expenses, the responsibility of the ryots to secure the landlords' share of produce till it is disposed of, fees to the village officers, temples and poets, etc., and the remainder divided between the landlord and tenant according to certain fixed data. Twenty per cent was deducted for common charges in all the taluks save Aranuthimangalam, Kuthagainadoo, Orur and Kottaipattanam. In the first three taluks, the allotment made for the purpose was 10 per cent and in the taluk of Kottaipattanam a deduction of 4 kalams 11 marakkals and $5\frac{1}{2}$ measures was made for every 24 kalams of the gross produce.

There is likewise a difference in the data adopted for the division of the net produce between the landlord and the tenants. In the only village of Kombidamadurai referred to above, three-fourths of the net produce were allowed to the tenants and one-fourth fell to the landlord's share, while in all other places the division was in equal shares. Out of the kudivaram or cultivator's share, the tenants contributed portion of the landlord's cost of the supervision of harvest at the rate of one marakkal per 5 kalams of gross produce and upwards, and the contribution varied with the harvest, if the yield of the land was less than 5 kalams. The contribution goes by the name of *kanganam*. Payments were also made by the tenants from kudivaram to the landlord for certain religious and charitable purposes, such as repairs to the temples, support of poets, etc.

Of the quantity of paddy allotted for the common charge, three-fifths were allowed to the tenants for the cultivation expenses and in consideration of their responsibility to secure the landlord's share until demanded by him as stated above, and two-fifths added to the landlord's share for payment to the village officers, temples, etc. Besides this the landlord paid from his own share a certain quantity of paddy to the village officers according to fixed data, in lieu of their landed inams resumed.

In dealing with the nanja lands of the Estate Muthirulappa has adopted eleven modes of settlement which are particularized in the dittam accounts.

Nilavari and vaikkolvari cesses.—In addition to the melvaram or landlord's share the nanja lands paid a rent in money called nilavari and vaikkolvari which was collected at four different rates as shown in the margin in the whole estate, excepting the taluk of Kottaiapatnam where the cesses were designated and paid in kind as shown in the margin. This tax was not paid for shavi or other unproductive land.

Rate per kalam of seed land—			
Number.	Suli-fanams.	RS. A. P.	
I	4	0	8 4
II	5	0	10 2
III	6-9/16	0	13 4
IV	Kali fanams	0	11 2
	3-9/32		

"Nelapetti and Panapetti" 2-7/15 per cent on the net melvaram after deducting fees to the village officers.

The second crop of nanja paid the rent as the first crop but no contribution is paid from the melvaram of the second crop to the ninipamdars or village officers in lieu of the landed inam resumed. The punja crops raised on nanja lands were treated like nanja paddy crop in all respects.

Nanjataram punja varadittam tirvadittam, or system of division in kind and money assessment regarding nanjataram punja.—There was no nanjataram punja in the taluk of Kilakad and the lands of that class in Ranunmanthagudy, Kuthagainadu and Kottaiapatnam taluks and a part of Aranuthamangalam taluk were settled in money, while those of the other taluks paid in kind. The records of the office hardly throw any light on the principle on which these different settlements were made. The old tirvadittam account preserved in the office and printed in the appendix simply shows the number of rates at which the rent was paid in kind and money in several taluks, the former being thirteen and the latter six in number.

Punja varadittam and tirvadittam.—The same tirvadittam account also shows that the punja lands of the seven taluks, namely, Kamuthy, Abiramam, Aranuthumangalam, Hanumanthagudy, Kuthagainadu, Orur and Pallimadam and also of certain six villages in the Ramnad taluk paid the assessment in money, while those in other places paid it in kind. The rates at which the lands were settled in money are fifty-eight and those paid in kind six, the punja lands of Kottaiappattanam taluk paying one-third of the gross produce as shown in the appendix.

Kolamkorvai varadittam and tirvadittam.—The kolamkorvai lands were also treated similarly. They paid in money only in the two taluks Hanumanthagudy and Kuthagainadu and in kind in all other taluks save Ramnad, Kilakad, Abiramam, Vendeni and Aranuthimangalam which do not appear to have contained lands of that class. The rates at which these rents were paid are detailed in the appendix. The rates of money assessment are two and those paid in kind are five in number.

In addition to the rent in kind, the above three classes of lands paid nilavari and thattaivari like nanja lands in recognition of the landlord's right in the soil. The rates of these taxes are also shown in the appendix. In some villages these taxes and the proper rents were consolidated.
I Nanjataram Punja.
II Punja.
III Kolamkorvai.

Nanja crop on punja lands.—It appears from the tirvadittam account, referred to above, that the paddy crop raised on punja land unirrigated, paid full nanja rent in kind in Pallimadam and one-third of the same in Orur and Kottaiappattanam. There seems to have been no paddy cultivation in punja lands in other taluks at the time.

Tree varadittam.—The fruit-bearing trees paid rent in kind, the gross produce being divided between the landlord and the planters. The landlord got 50 per cent in the southern division, 40 in Rajasingamangalam and Aranuthumangalam and thirty-three and one-third (33-1/3) in Hanumanthagudy, Kuthagainadu, Orur and Kottaiappattanam taluks.

As I have observed above, there is hardly any satisfactory information forthcoming to show how the above rents were determined by Muthirulappa. But it is asserted as a matter of fact that he spared no pains in examining every punja field in the Pallimadam and other taluks where he introduced money assessment and in ascertaining the qualities of soil by testing the earth himself and also in arriving at a conclusion about the productiveness of the land and prices of the grains.

Nanja and nanja vanpyre.—The remaining classes of land to be noticed are only nanja vanpyre and punja vanpyre or nanja and punja gardens as were termed in the Government taluks before. In dealing with these lands Muthirulappa had a more difficult task to do. He is said to have endeavoured to ascertain the actual produce and the cost and labour involved in its cultivation. After a careful consideration of the above facts and

also the varying prices obtained for the produce, he determined the different rates of rent to be paid to the landlord on each produce as shown in the appendix leaving a margin to the cultivator.

Nanja vanpyre tirvadittam—Sugarcane.—Sugarcane was cultivated in the taluks of Ramnad, Sickal, Kuthukulathur, Peppankulam, Kamuthy, Vendeny, Kamankottai, Salagramam, Rajasingamangalam and Pallimadam. The number of rates fixed on this species of cultivation is four—78-3/8 fanams (Rs. 9-15-9) the highest and 35 fanams (Rs. 4-7-0) the lowest, rates in all the taluks except Pallimadam where the rate of 70 kali fanams (Rs. 14-13-7) was charged. These crops usually take one year to attain maturity.

Betel vine.—Betel vine was cultivated in all the taluks except Keelakad and Kottai-pattanam. The number of rates fixed in this species of cultivation is eight. 463½ fanams (Rs. 58-12-11) the highest and 231-7/8 fanams (Rs. 29-5-7) the lowest in all the taluks except Pallimadam, where the rate of 262 kali fanams (Rs. 55-10-11) was charged. These rates are charged in many taluks for three years and in a few for two years during which a single crop of betel remains on the ground. On betel vine cultivation there has been placed a restriction. As a rule betel vine should not be planted without permission. A long time ago, certain ryots obtained the privileges of raising this cultivation by the payment of a nazur or present, and their heirs generally carry on cultivation now. They are called muckandans to whom a concession is made in remitting a portion of the tax due by them as evu maniem at 5 and 9½ per cent as specified in the margin.

Plantains.—Plantains were cultivated in all the taluks. In Pallimadam the charge is 70 kali fanams or Rs. 14-13-7 per annum and the rate in other taluks is 35 fanams (suli) Rs. 4-7-0.

Punja vanpyre tirvaaittam.—Punja vanpyre cultivation is particularized in the appendix.

Special taxes.—In addition to the foregoing rent, the undermentioned special taxes were also levied.

Padakanickai.—(Or a present placed at the feet of the landlord.) This is paid by the ryots of Pallimadam taluk for the punja lands, except those of several sorts in the village of Varalotti, in the division of Kulkurichy at 5 kali panams (Re. 1-1-0) per kuli or about 2½ annas per acre.

Padakanickai.—(A present to the zamindar when the gold news of the dry crops being ripe was given him.) This tax was also collected in the Pallimadam taluk at the rate of a fanam (As. 3-5) per village from all the ryots in a collective body.

Tax on wells.—This tax, which savours of a water-rate, was in force in Keelakad taluk, where a rent of 2 fanams (As. 4-1) per well was paid irrespective of the extent of cultivation under the well.

There was also a peculiar tax levied on dry cultivation raised on punja vanpyre or garden land in the village of Permangudy in the Vendeny taluk. This dry cultivation was charged with the specific tax on the product raised on the land the year before this cultivation. Thus 30 fanams (Rs. 3-12-11) per kuruka if the previous years' cultivation on the land be tobacco; if it be turmeric, 18½ fanams (Rs. 2-5-1); if chillies, 15 fanams (Rs. 1-14-5); if sackravalli, 9-3/8 fanams (Re. 1-3-1). This specific rate was levied for the punja cultivation only in the first year, while the similar cultivation raised subsequently paid the ordinary punja tax.

With this finished the history of Muthirulappa's settlement of the several descriptions of lands of the Ramnad country.

The changes subsequently made in these settlements up to date are noticed below.

Nanja varadittam now in force.—The varam system which governed this important class of land in the days of Mr. Muthirulappa still continues throughout the zamindari, except in the villages of Taraickudi, etc., noted below, where money assessment has been introduced as stated furtheron:—

Taraickudi.
Katalangulam.
Keela Allickolam.
Oorakathan.
Chinna Alangolam.

Perunali.
Penthambuli.
Idivilagi.
Kalaiyiruppu.
Vagaikulam.

Special magamai allowance from kudivaram to certain persons.—In the maganams of Gudalur and Selugal in the Aranuthimangalam taluk, three-fourths of a measure is taken from kudivaram and added to melvaram for the support of an English writer. This allowance was apparently sanctioned by Muthuchella Devar, a late manager of the estate.

Rates of money assessment introduced in Taraickudi village by the Court of Wards.—In the village of Taraickudi in Kamuthy taluk, money assessment has been introduced as a tentative measure in lieu of the existing varam or sharing system under the proceedings of the Court of Wards, No. 3004, dated 25th June 1877. The wet lands under the tank of Taraickudi have been divided into six classes in consideration of the position, soil, means of irrigation and other circumstances. The yield of the first-class lands was estimated at 12 kalams for a kalam of seed land, from which an allowance was made for cultivation expenses exclusive of the cost of ploughing which were estimated in grains, as shown below. The cost of ploughing was considered equal to the price of the straw obtained from the land and was not therefore taken into account.

	Kalams.	Marakals.	Measure.
Manure	12	..
Seed	10	..
Sowing
Nathupari or taking out the plant for transplantations.	..	4	..
Clearing the lands	2	..
Transplanting	8	..
Removing weeds first time.	..	9	..
Removing weeds second time.	..	7	..
Straightening the banks	3	..
Watering	8	..
Reaping	8	..
Thrashing	4	..
Sundries	2	3
Total ..	5	3	..

A further allowance was made from the gross produce at 15 per cent on account of the banks, etc., that are included in the cultivated area and the difficulties the ryots have in fitting the waste lands for nanja cultivation, the expenses of conveyance of grain to market, and interest on capital, etc.

In consideration of these allowances the ryots agreed to pay from kudivaram a moiety of the fees to the village officers which were usually deducted from the gross produce at the rate of 13 marakals and $4\frac{1}{2}$ measures for every 10 kalams of gross produce.

Thus the settlement was made as follows :—

	Kalams.	Marakals.	Measure.
Estimated yield for a kalam of seed land first class.	12	..	..
Deduction at 15 per cent.	1	12	..
	10	3	..
Cultivation expenses ..	5	3	..
Net produce ..	5	..	..
One half of the Landlord's share.	2	7	3
One half of the Swantarams, etc., at 13 marakals and $4\frac{1}{2}$ measures and for 10 kalams of harvest.	..	8	$1\frac{1}{2}$
Total ..	3	..	$4\frac{1}{2}$

Striking off $4\frac{1}{2}$ measures, 3 kalams were taken to represent the rent and their value was calculated at Rs. 4 per kalam, thus fixing Rs. 12 for first-class land, and the rent for the second-class lands was fixed at Rs. 10, third class at Rs. 9, fourth class at Rs. 8, fifth class at Rs. 7 and sixth class at Rs. 6 per kalam of seed land.

When second crop is raised the ryots are to pay half the full assessment.

Extension of money assessment.—On the above principle the money assessment was extended to nine more villages in the same Kamuthy taluk, namely, Kattangalam and others mentioned above.

Nanja vanpyre—Present system—There has been no alteration in the former of Muthirulappa Pillay's settlement of this land.

Punja vanpyre—Present system.—A change has been made in the rent of this class of land by Mr. Turner, the Special Assistant Collector in charge of the estate under the order of the Court of Wards, dated 20th February 1878, No. 456, under which only punja tax is collected on this land. But when the punja vanpyre products are cultivated on the lands classed as nanja (other than those set apart for nanja cultivation) the former specific tax charged on the vanpyre products is still retained.

With regard to the remaining descriptions of lands and the trees, the system of

- (1) Nanjattaram punja.
- (2) Punja.
- (3) Kelankorvai.

Muthirulappa has undergone a material change.

The rates of money assessment fixed for these classes of lands by Muthirulappa in a few taluks were revised and modified in the time of the istimrar zamindari, and the rates thus settled continued till 1823, when the head Tahsildar Mr. Narayana Rao, in charge of the estate, then under the management of Government, undertook the conversion of the division system of these lands and the trees into money assessment.

This officer of long revenue experience mainly relying on Muthirulappa's data, took much trouble and care in classifying the lands ascertaining the productiveness of the same. He seems to have based his rates chiefly on the average of the yield of each land and of the prices of the grains for a period of three years. Narayana Rao accordingly ascertained the actual produce of the different kinds of fruit trees and fixed money rent on the different kinds of trees.

The rates of rents fixed by Mr. Narayana Rao were again altered by Muthuchella Dever, the manager of the estate in 1830, to some extent, apparently on the grounds that in some cases they were heavy and in some others they were unduly low.

The *special taxes*, viz., *Padakanickai*, *Palanktchi*, *tax on wells*, etc., referred to above are also still levied.

Thus we have traced the revenue system now in vogue in the estate which is briefly as follows :—

- (i) Nanja pays rent in kind varying with harvest.
 - (ii) Nanja vanpyre pays in money specific assessment on each product.
 - (iii) Punja vanpyre pays in money the ordinary punja assessment except when the cultivation is raised on nanja lands other than those set apart for nanja cultivation in which case they pay specific assessment on products.
 - (iv) Nanjattaram punja.
 - (v) Punja.
 - (vi) Kelankorvai.
- } Also pay rent in money fixed on land irrespective of the nature of crops raised.
- (vii) The trees pay a specific tax on the kinds of trees when they come into bearing.

Paddy crops on other lands.—The paddy crops raised on the three classes of lands (iv) to (vi) and irrigated, pay rent in kind like nanja in all the taluks (net one-third as in the time of Muthirulappa Pillai) excepting Pallimadam, where the mere cultivation of paddy in these lands, whether irrigated or not, renders it liable to the nanja rent. But in other taluks for unirrigated paddy crops raised on punja, etc., only money assessment fixed on the land in the tirvadittam accounts is collected.

Water-rate.—Nanjattaram punja crops when permitted to be irrigated with tanks water pay one-half assessment more than the ordinary rates in all the taluks except Pallimadam, where double the usual teerva is charged. When water is used for pure punja cultivation with permission double the usual punja rate is charged throughout the zamindari.

Sarasari.—In the case where the tank water is used without permission average nanja waram is charged.

Second crops.—The land of the estate are considered as single crop lands. If second crop is raised on nanja land it pays an additional full rent like the first crop. If the second crop is raised on nanjattaram punja, punja and kelankorvai, the rate is half the rent paid for the first crop in the taluks of Ramnad, Keelakad, Sickal, Mudukulattur, Pappangola, Kamudy, Saligramam, Rajasingamengalam and Pallimadam except the taluks of Aranuthumangalam, Hanumanthagudy, Orur and Kottalipatnam, where an additional full rate is charged like the first crop.

Kattaiaparuthi and kattamanacku; cotton grown on stubbles left on the land and castor oil seed.—Kattaiaparuthi (cotton on last year's stubbles) and kattamanacku (castor oil seed) on last year's stubbles when allowed to remain on the land during the year following are charged with half the ordinary rate, treating them as second-crop cultivation.

Third crop.—Third crop seems to have been never raised in the estate.

Charge for molamal cultivation or cultivation within the prohibited limits of the water spread.—As observed above, cultivation is prohibited within certain limits in the beds of the tanks. In cases where the prohibition is infringed sarasari or average nanjwaram (a rent fixed on the average of the nanja rates of outturn in the village is charged).

Umbalavari.—Umbalavari is a separate tax and described in an old report to be levied from the karnam, ambalagars and other mirasidars of the villages whose landed maniams have before the permanent settlement been resumed by the circular, and who are allowed instead 5 or 10 per cent of the melwaram paddy (exclusively) of the quantity received on account of swatantrams, derived by the zamindar from the various villages, the quantity of paddy falling to each share being in proportion to the particular original landed maniam. The rates at which this “wari” is levied differ in different places. This wari is paid in all seasons by the village officers just to keep up their “mirrassies.”

The following paragraphs show that there is no material expansion of cultivation in the Ramnad estate since the time of Permanent Settlement :—

Paragraph 2 of Chapter I. Paragraph 24. It is 84 miles long and 77 miles broad covering an area of 2,351 square miles by trigonometrical survey of 1813.

The Kulapramanam or Paimash Survey Accounts of the Estate give only 1,512 square miles because of the omission of several tracts of the estate. A large extent of land is waste and consists of sand, salt-marshes, unprofitable stony grounds, etc. The total cultivable area in acres in fasli 1297 is as follows :—

	ACS.
Ayan	400,393
Devasthanam	112,930
Chatram	24,966
Total ..	538,289

See columns 9 and 10, Appendix B on page 18 of Court of Wards Proceedings, dated 11th February 1938.

Of this extent 137,910 acres were waste lands at the time.

In fasli 1346 the area under holding is 443,944 acres. The extent actually cultivated is 368,471.

Area under cultivation before permanent settlement (1801–1802).—Attached is a statement showing in acres the extents cultivated under each denomination of land or crop given in the land measures in force in fasli 1211. The total extent under cultivation according to this is 357,933 acres.

Paragraph 62 on page 77 of the Ramnad Manual.

Present cultivation compared with that at permanent settlement.—Before comparing it must be stated that at Permanent Settlement only cultivated extent was charged.

Extent cultivated—

In fasli 1211.	In fasli 1297.	In fasli 1346.
ACRES.	ACRES.	ACRES.
357,933	400,379	368,471
	(Paragraph 24, statement, column 2, page 8 of Ramnad Manual.)	

Before drawing conclusions out of these figures it is necessary to know as a matter of universal knowledge among all acquainted with the paimash surveys and the cadastral surveys made by the triangular method that the paimash surveys were made by dividing land into quadrilaterals and calculating the area by the ‘means’ of the opposite sides. And that the triangular method adopted by the Survey Department gives correct areas within 10 per cent difference. The paimash areas are generally and as a whole fall short of the survey areas very largely. That is why conversion rates have to be worked out to gauge the incidence of land taxation.

A glance at the figures given above, shows clearly by adopting the principle laid down above that the present cultivation shows no expansion at all since the permanent settlement. The acreage of 357,933 at permanent settlement by the karnam’s accounts must be taken to be equal to at least 450,000 acres. If the conversion rates calculated for Vizianagram, Bobbili, Bommarajupayalam estates are considered side by side with the above estimate it will be clear that the estimate errs more largely on the side of caution than that of reality.

SPECIAL COMMISSION CONSULTATIONS (PAGES 100 TO 101).

Ramnad and Shevuganga Estates.

Extents of cultivation in fashi 1211.

(As gathered from the statement showing the advantages gained by ryots.)

Details.	Area in old measures.	Measure given.	Area in acres.
Nanja (col. 2)	49,014	Kallams (1.18 acres).	57,837
Nanja mal punja (col. 6)	4,795	Do. (1.18 „).	5,658
Varra punja (col. 10)	86,097	Kurrukus (0.90 „).	77,486
Rigah punja (col. 14)	166,045	Do. (0.90 „).	149,441
Pallamadam taluk	7,914	Kulies (7.66 „).	60,621
Betel gardens (col. 18)	39	Kallams (1.18 „).	46
	42	Pallamadam (7.66 „).	322
		Kulies.	
Vegetables (col. 22)	617,029	Kulies ($\frac{118}{112}$ of a cent.)	6,501
(N.B.—Please see assessment against item 7 on page 280 of Ramnad Manual.)			
Sugarcane (col. 26)	11	Kallams (1.18 acres).	13
Plantain garden (col. 30)	7	Do. (1.18 „).	8
		Total area ..	357,933

N.B.—The conversion into acres is made according to paragraphs 49 to 52 of the Ramnad Manual. In paragraph 49 one Kallam of land is stated to be equal to 1 acre and 18 cents (see last sentence). By calculation one kallam works out to 1 acre, 30 cents. This gives a difference of 12 cents for every kallam.

Square = $22\frac{1}{2} \times 22\frac{1}{2}$ feet = $\frac{45 \times 5}{2 \times 2}$ square yards or a kuly. Kuly = $\frac{225}{4}$ square yards.

One kallam = 112 kulies or $28 \times 225 = 6,300$ square yards.

Square yards for an acre—

4840/6300 (1.3 acres.)

4840

14600

14520

80

But the standard of 1 acre and 18 cents given in the book is adopted for calculation. If the calculated standard is adopted, the area in acres will increase appreciably.

No appreciable variation in rates of rent from 1790 to 1928.

The Board of Revenue has submitted the particulars furnished by the Estate Manager of Ramnad regarding rates of rent that prevailed at the time of the Permanent Settlement and subsequent to it and the same are printed below along with the letter :—

Reference from the Board of Revenue, No. L. 207/38-2, dated 24th September 1938.

F. W. STEWART, Esq., M.C., C.I.E., I.C.S.,

Commissioner of Land Revenue.

Read—the following :—

(i)

Memorandum No. 1188-C/38-7, Revenue, dated 20th September 1938.

(ii)

Letter from V. N. KUDVA, Esq., I.C.S., Estate and District Collector of Ramnad, dated 20th September 1938, R. Dis. No. 4666/38.

[Estates—(Ramnad)—Ramnad and Sivaganga estates—Particulars regarding rates of rent that prevailed at the time of Permanent Settlement and subsequent to it—Furnished. Reference.—Board's Reference No. A. 4907/38-1, dated 15th August 1938, and Reference No. A. 4907/38-2, dated 27th August 1938, and my R.O.C. No. A. 6-4666/38, dated 25th/29th August 1938.]

I enclose a copy of the Ramnad Estate Manager's report, R. Dis. No. 2495/48, dated 17th September 1938, together with the five tabular statements in duplicate received with it, showing the particulars of rent for wet, dry wet, dry kulamkorvai and garden lands in the Ramnad estate that prevailed at the time of the Permanent Settlement and subsequent to it.

ENCLOSURE.

Letter from the Estate Manager, Ramnad, to the Collector of Ramnad, dated 17th September 1938, R. Dis. No. 2495/48.

[Assessment—Particulars of rent on dry, dry-wet and wet lands submitted. *Reference.*—Board's Reference No. A. 4907/38, dated 15th August 1938, and your R.O.C. A. 6-4666/38, dated 17th August 1938.]

Statements showing particulars of assessment that existed prior to and at the time of the Permanent Settlement and the subsequent periods for wet, dry-wet, dry-kulamkorvai (dry lands beyond waterspread area) and garden lands are submitted herewith with the informations available in this office. This information has been taken from the Statements B, C, D, E, F, G, G-I, G-II, G-III which are the enclosures to Mr. Rajaram Rao's Ramnad Manual submitted to the Court and from the preliminary statements available in the old records. The rates of assessment are expressed in terms of the local unit both of area, and of money, the equivalents of which, are indicated in the statements.

There were 17 taluks at the time of the Permanent Settlement. The villages of these taluks have subsequently been regrouped according to the convenience for administration purposes. After the assumption of Court of Wards, all the villages (ayan, devasthanam and chattrams) have been regrouped into 11 taluks for the purpose of administration of villages but the rate of assessment of villages is the same and there is no change effected.

Reference—No. L. 207/38-2, dated 24th September 1938.

The particulars of rates of rent in regard to the *Ramnad estate* with a copy of the letter from the Manager, Ramnad estate, are submitted to the Government.

F. R. BRISLEE,
Secretary.

To the Secretary to Government, Revenue Department, with statements in original.

STATEMENT I—NANJA WARAM.

(1 Kalam=90 Madras measures.

Malwaram or proprietors' share of produce.									
Serial number and taluk.	Total yield in kalam.	During					During the last Court of Ward's time 1872-1889.	Late Raja B. Muthurama- linga Sathu- patil's time 1890-1928 Now in force.	Remarks.
		K. M. P. V.	Muthirulappa Pillai's time 1790-1801.	K. M. P. V.	Mangalawar Nachiar's time 1802-1822.	K. M. P. V.				Talsidar Narayana Rao's time 1823-1829.	K. M. P. V.	Muthuchella Thevar's time 1830-1852.
1 Rennad	10 0 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	Except Kombidamadurai village where waram 2-13-0-0 for 10 kalam of yield.
2 Sikkal	10 0 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	
3 Mudukulathur	10 0 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	
4 Keelakadu	10 0 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	
5 Abiramam	10 0 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	
6 Vendoni	10 0 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	
7 Kamankottai	10 0 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	
8 Salaigramam	10 0 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	
9 Rajasinganangalam	10 0 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	4 13 0 0	
10 Pappankulam	10 0 0 0	4 13 4 8	4 13 4 8	4 13 4 8	4 13 4 8	4 13 4 8	4 13 4 8	4 13 4 8	
11 Kanuti	10 0 0 0	4 13 4 8	4 13 4 8	4 13 4 8	4 13 4 8	4 13 4 8	4 13 4 8	4 13 4 8	
12 Aranoothimangalam	10 0 0 0	5 1 3 12	5 1 3 12	5 1 3 12	5 1 3 12	5 1 3 12	5 1 3 12	5 1 3 12	Except Tharakudi village where a special rate of Rs. 8, 7, 6, 5 per K.V. were fixed for faslis 1345 and 1346 as it was before for a long time under special rates.
13 Ponnangalam in Kottaipattam taluk.	26 0 0 0	13 12 5 2	13 12 5 2	13 12 5 2	13 12 5 2	13 12 5 2	13 12 5 2	13 12 5 2	The waram in these villages have been ordered to be collected 50 per cent with rent after Court's assumption.
Kalapam and Velankalathur	26 0 0 0	13 9 2 14	13 9 2 14	13 9 2 14	13 9 2 14	13 9 2 14	13 9 2 14	13 9 2 14	
Sithakoor, Avathanikottai, etc.	26 0 0 0	13 10 2 6	13 10 2 6	13 10 2 6	13 10 2 6	13 10 2 6	13 10 2 6	13 10 2 6	
14 Hanumanthakudi, Orur, Kuthagaimadu, and 3½ villages in Kottaipattam taluk.	10 0 0 0	5 1 0 0	5 1 0 0	5 1 0 0	5 1 0 0	5 1 0 0	5 1 0 0	5 1 0 0	
15 Rettayalam and Kavanoor villages*	26 0 0 0	13 12 1 2	13 12 1 2	13 12 1 2	13 12 1 2	13 12 1 2	13 12 1 2	13 12 1 2	*Villages are under Lessees.
16 Kerkamalam village in Kottaipattam taluk.†	26 0 0 0	13 12 2 4	13 12 2 4	13 12 2 4	13 12 2 4	13 12 2 4	13 12 2 4	13 12 2 4	†Under Lessees.
17 Pallimedam	10 0 0 0	4 12 0 0	4 12 0 0	4 12 0 0	4 12 0 0	4 12 0 0	4 12 0 0	4 12 0 0	Pan. 1/16 1/64.

A rent of 3 to 3.9/16 panams is collected besides the waram for land rent and cost of straw in all taluks except Pallimedam where it is 0 3 4 2.

A rent of 3 to 6.9/16 panams is collected besides the waram for land rent and cost of straw in all taluks except Pallimadam where it is

STATEMENT II—RATES OF ASSESSMENT—NANJATHARAM PONJA.

(One kalavirayadi is equal to 1 acre 18-1/8 cents). 1 panam is equal to 0-2-0-8/23 is in force in all taluks except the present Aruppukottai and Tiruehuli taluks which was known as Pallimadam taluk where it is equal to Ro. 0-3-4-8/11.

During Head Tahsildar Narayana Rao's time.
1823 to 1829.

During Rani Manuvelsvari Nachiar's time.
1802 to 1822.

During Muti-inappa Pillai's time.
1760 to 1801.

Taluka.	Tirwa in panams for certain punja crops.				Tirwa in panams for certain punja crops.				When not irrigated with tank water.				When irrigated with tank water.			
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
	Total yield in kalams.	Warren or Proprietor's share in kalams.	Number of rates.	Highest.	Lowest.	Total yield in kalams.	Warren or Proprietor's share.	Number of rates.	Highest.	Lowest.	Tirwa in panams per kalavirayadi.	Number of rates.	Highest.	Lowest.	Tirwa in panams per kalavirayadi.	Number of rates.
1 Ramnad ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	9 3/16	1	9 3/16	9 3/16	..	..
2 Keelkadi ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
3 Sikkal ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
4 Andakkottai ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
5 Tiruehuli ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
6 Pannikulam ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
7 Kumbakonam ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
8 Arumam ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
9 Vandan ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
10 Kumbakonam ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
11 Rajalingan ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
12 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
13 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
14 Kumbakonam ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
15 Orer ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
16 Kumbakonam ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
17 Pallimadam ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
18 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
19 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
20 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
21 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
22 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
23 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
24 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
25 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
26 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
27 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
28 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
29 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
30 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
31 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
32 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
33 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
34 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
35 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
36 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
37 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
38 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
39 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
40 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
41 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
42 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
43 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
44 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
45 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
46 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
47 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
48 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
49 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
50 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
51 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
52 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
53 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
54 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
55 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
56 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
57 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
58 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
59 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
60 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
61 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
62 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
63 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
64 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
65 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
66 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
67 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
68 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
69 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
70 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
71 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
72 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
73 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
74 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
75 (in certain villages) ..	10 0 0 0	4 0 0 0	..	..	..	10 0 0 0	4 0 0 0	..	..	..	..	..	..	..	..	..
76 (in certain villages) ..	10 0 0 0</															

STATEMENT III.—KULAM KORVAI.

(One Kurukkam—90 cents.) When waram was collected they were treated as nanjas and 1 Kalavirayadi—Acs. 18-1/8 was taken to account in all taluks except in Pallimadam taluk the rate of 1 panam is equal to Re. 0-3-4-8/11 and the measurement is 1 kuli or acres 7-65-9/16.

Serial number and taluk.	During Muthirupappa Pillai's time. 1790 to 1801.			During Rance Mangaleswari Nachiar's time. 1802 to 1822.			During Head Tahsildar Narayana Rao's time. 1823 to 1829.		
	Tirwal in panama.			Tirwal in panama.			When cultivated within permitted area.		
	Total yield in kalam.	Waram of proprietor's share in kalam.	Number of rates.	Highest.	Lowest.	Total yield.	Waram of proprietor's share.	Number of rates.	When cultivated beyond the permitted area.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	
1 Ramnad ..	10 0 0 0	3 5 0 0	2	12	8	10 0 0 0	3 5 0 0	2	5 1/2
2 Keelakad ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	12
3 Sikkal ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	12
4 Muthirupattur ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	6 1/2
5 Pappangulam ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	3 1/2
6 Kanuthi ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	9 1/2
7 Abirani ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	11 1/2
8 Vondol ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	6 1/2
9 Kamaikottai ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	4
10 Salanganam ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	10
11 Rajasinganangalam ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	8
12 Arunachinangalam ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	12
13 Usunanthakudi ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	12
14 Kuthagal Nadu ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	12
15 Orur ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	12
16 Kottaiyettam ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	12
17 Pallimadam ..	10 0 0 0	4 3 0 0	..	..	..	10 0 0 0	4 3 0 0	..	12

COM. R. PART II—53

During late Raja B. Muthuramalinga Sethupathi's time.
1830 to 1828.During late Court of Ward's time.
1872 to 1899.During Muthu Chella Tevar's time.
1830 to 1852.

Serial number and taluk.

When cultivated within permitted area.

When cultivated beyond the permitted area.

When cultivated within the permitted area.

When cultivated beyond the permitted area.

Now in force.

When cultivated beyond the permitted area.

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STATEMENT IV.—REGAI PUNJAH.

(Kurukkam—90 cents) in all taluks except Pallimadam. In Pallimadam there are several classes of lands and the measurement is 1 kuli = 7 acres 65-9/16 cents. In all taluks 1 panam = 0-2-0-8/23 except in Pallimadam where it is Re. 0-3-4-8/11 pies.

Taluk.	During Muthirappa Pillai's time. 1790 to 1801.				During Rami Mangalawara Nachiar's time. 1802 to 1822.				During Head Tahsildar Narayana Rao's time. 1823 to 1829.			
	Tirwai in panams, Thattavai, etc.				Tirwai in panams.				For dry crops when not irrigated with tank water.			
	Total yield in kalams.	Waram or proprietor's share in kalams.	Total number of rates.	Highest. Lowest.	Total yield in kalams.	Waram or proprietor's share.	Total number of rates.	Highest. Lowest.	Total number of rates.	Highest. Lowest.	When irrigated with tank water with permission.	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)				
1 Ramnad	10 0 0 0 3 5 0 0	plus tirwai 1 panam.	2	8	10 0 0 0 3 5 0 0	plus tirwai 1 panam.	2	12	4	8	5	
2 Kulakadu	10 0 0 0 3 5 0 0	plus tirwai 1 panam.	..	..	10 0 0 0 3 5 0 0	plus tirwai 1 panam.	..	..	2	12	5½
3 Sikkai	10 0 0 0 3 5 0 0	plus tirwai 1 panam.	..	..	..	..	4	6	4	6	2
4 Mudunkulatur	10 0 0 0 3 5 0 0	plus tirwai 1 panam.	..	..	..	..	9	6½	9	6½	2
5 Pappangulam	10 0 0 0 3 5 0 0	plus tirwai 1 panam.	..	..	10 0 0 0 3 5 0 0	plus tirwai 1 panam.	..	..	5	9½	4½
6 Kenuchi	10 0 0 0 4 6 1 8	plus tirwai 2 panams.	8	11½	..	..	8	11½	8	11½	4½
7 Arunani	10 0 0 0 4 6 1 8	plus tirwai 1 panam.	3	7½	..	..	3	7½	3	7½	5½
8 Vendoni	10 0 0 0 4 6 1 8	plus tirwai 1 panam.	..	..	10 0 0 0 4 6 1 8	plus tirwai 1 panam.	..	..	1	4	4
9 Kanaugottai	10 0 0 0 4 6 1 8	plus tirwai 1 panam.	..	..	10 0 0 0 4 6 1 8	plus tirwai 1 panam.	..	..	1	4	4
10 Salagramam	10 0 0 0 4 6 1 8	plus tirwai 1 panam.	..	..	10 0 0 0 4 6 1 8	plus tirwai 1 panam.	..	..	1	7	7
11 Rajasinga mangalam	10 0 0 0 5 0 1 0	plus tirwai 1 panam.	..	..	..	..	..	..	1	12	12
In certain village of Raja-singamangalam.	10 0 0 0 4 9 3 0	plus 3/8 panam.	..	..	..	..	..	..	1	12	12
12 Aracoodimangalam	..	..	1	12	..	..	1	12	2	12	10
13 Hanumanthacudi	..	..	1	12	..	..	1	12	2	12	10
14 Kuthagai Nedu	..	..	1	12	..	..	1	12	2	12	10
15 Orrur	..	..	..	..	10 0 0 0 3 5 0 0	..	47	105	6	12	7
16 Kottaiyapattanam	..	..	..	..	..	..	..	..	3	12	12
17 Pallimadam	..	..	47	105	..	..	47	105	47	105	9

Taluka.	During Mathu Chella Thevar's time. 1830 to 1862.				During the last Court of Wards time. 1872 to 1889.				During the late Rajah B. Muthuramalinga Sethupathy's time. 1890 to 1928.			
	For dry crops when not irrigated with tank water.				For dry crops when not irrigated with tank water.				Now in force.			
	When irrigated with tank water with permission.				When irrigated with tank water.				For dry crops when not irrigated with tank water.			
	Tirwai in panams.				Tirwai in panams.				Tirwai in panams.			
	Total number of rates.	Highest.	Lowest.		Total number of rates.	Highest.	Lowest.		Total number of rates.	Highest.	Lowest.	When irrigated with tank water.
1 Rannad	4	8	5	(10)	4	8	5	(12)	4	8	5	(15)
2 Kulakadu	3	12	2		3	12	2		3	12	2	
3 Sikrai	4	6	2		4	6	2		4	6	2	
4 Mudukulathur	9	64	44		9	64	44		9	64	44	
5 Pappangulam	3	94	44		3	94	44		3	94	44	
6 Kamuthi	8	114	54		8	114	54		8	114	54	
7 Abiraman	3	74	4		3	74	4		3	74	4	
8 Vendoni	1	4	5		1	4	5		1	4	5	
9 Kamangottai	1	5	7		1	5	7		1	5	7	
10 Sialagramam	1	7	12		1	7	12		1	7	12	
11 Rajasinganangalam	1	13	12		1	13	12		1	13	12	
12 Aranoodhinangalam	2	12	10		2	12	10		2	12	10	
13 Hanumanthazadi	2	12	10		2	12	10		2	12	10	
14 Kuthagai Nadu	1	6	6		1	6	6		1	6	6	
15 Oorur	4	12	7		4	12	7		4	12	7	
16 Kottalpatnam	2	7	5		2	7	5		2	7	5	
17 Pallimadam	47	106	9		47	106	9		47	106†	9	

Sarnasali being charged
for irrigation with
tank water and for
cultivation within the
tank bed waterspread
limits.

Double the assessment
was being collected
when irrigated with
tank water and also
when the land was
within the tank bed
limits.

Double the assessment
was being collected
when irrigated with
tank water and also
when the land was
within the tank bed
limits.

* Most of the villages are under the management of the lessees for the villages under the estate, the rate is shown in the last column.
† Exclusive of Pathanasar 5 panam.

In the Statements II, III, IV, the rates of assessment are expressed [see columns (4), (7), (8), (10), (12), and (14)] in terms of the local unit both of area and of money, the equivalent of which are also given. The local measure of coin is panam and the land measures are kalavarayidi, kurkum and kuli. To express the rates of assessment in terms of rupees and acres, the local measure "panam" has to be converted into rupees and the land measures, namely, kalavarayidi, kurkum and kuli into acres. By adopting the equivalents for these local measures indicated in the statements, the tirwa charged, as contained in columns (4), (7), (8), (10), (12), (14), in the above statements is expressed in terms of rupees per acre, and shown in columns (4) (a), (7) (a), (8) (a), (10) (a), (12) (a), (14) (a) in the statements given below. Similarly, with regard to Statement V, the tirwa charged, as contained in columns (2), (4), (6), (8), is expressed in terms of their equivalents in rupees per acre and shown in columns (2) (a), (4) (a), (6) (a) and (8) (a).

The Statements II to V with the columns, thus added, are as under :—

STATEMENT II.—RATES OF ASSESSMENT—NANJA TARAM PUNJA.

1 Kalavarayadi is equal to 1 acre 18½ cents; 1 panam equal to Re. 0-2-0-8/23 is in force in all taluks except the present Aruppukottai and Turuchuli taluk which was known as Pallimadam taluk where it is equal to Re. 0-3-4-8/11.

During Muthirulappa Pillai's time, 1790-1801.										
Taluks.	Total yield in kalams.	Waram or proprietors share in kalam.	Teerva in panams.			Teerva in rupee per acre.				
			Number of rates.	Highest.	Lowest.	Highest.	Lowest.			
(1)	(2)	(3)	(4)			(4-a)				
	K. M. P. V.	K. M. P. V.				RS. A. P.	RS. A. P.			
1 Ramnad	10 0 0 0	4 0 0 0	..	..	..	..	..
2 Keelakkad	10 0 0 0	4 3 0 0	..	..	..	..	..
3 Sikkal	10 0 0 0	5 11 0 0	..	..	..	..	..
4 Mudukulathur, in certain villages. {	10 0 0 0	4 3 0 0	..	..	..	..	..
5 Pappankulam	10 0 0 0	4 3 0 0	..	..	..	..	..
6 Kamuthi	10 0 0 0	4 3 0 0	..	..	..	..	..
7 Abiramam, in certain villages .. {	10 0 0 0	5 11 5 0	..	..	..	..	..
8 Vendoni	10 0 0 0	4 13 5 0	..	..	..	..	..
9 Kamankottai	10 0 0 0	5 0 0 0	..	..	..	..	..
10 Salaigramam	10 0 0 0	5 0 0 0	..	..	..	..	..
11 Raja Singamangalam, in certain {	10 0 0 0	5 7 5 4	..	..	..	..	..
12 villages. {	10 0 0 0	5 0 1 0	..	..	..	..	..
13 Arnoothamangalam	10 0 0 0	5 5 2 8	1	40	40	4 5 8	4 5 8			
14 Hanumanthakudi .. .. .	.. .. .	.. .. .	3	30	16	3 3 6	1 11 6	
15 Kuthagalnadu .. .. .	.. .. .	.. .. .	3	80	16	3 3 6	1 11 6	
16 Orur	10 0 0 0	5 7 1 8	..	..	..	..	..
17 Kottaiapatnam .. .. .	.. .. .	.. .. .	4	20	9	2 2 4	0 15 5	
18 Pallimadam in certain villages .. {	10 0 0 0	5 3 2 0	..	..	..	..	..
	10 0 0 0	3 14 1 0	..	..	..	..	..

During Rani Mangaleswari Naochiar's time, 1802-1822.									
Taluku.	Total yield in kalams.	Waram or proprietor share.	Teerva in panams for certain nanja crop.			Teerva in rupees per acre.			
			Number of rates.	Highest.	Lowest.	Highest.	Lowest.		
(1)	(5)	(6)	(7)			(7-a)			
	K. M. P. V.	K. M. P. V.				RS. A. P.	RS. A. P.		
1 Ramnad	10 0 0 0	4 0 0 0	..	..	..	..	..
2 Keelakkad	10 0 0 0	4 3 0 0	..	..	..	..	..
3 Sikkal	10 0 0 0	5 11 0 0	..	..	..	..	..
4 Mudukulathur, in certain villages. {	10 0 0 0	4 3 0 0	..	..	..	..	..
5 Pappankulam	10 0 0 0	4 3 0 0	..	..	..	..	..
6 Kamuthi	10 0 0 0	4 3 0 0	..	..	..	..	..
7 Abiramam, in certain villages .. {	10 0 0 0	5 11 5 0	..	..	..	..	..
8 Vendoni	10 0 0 0	4 13 5 0	..	..	..	..	..
9 Kamankottai	10 0 0 0	5 0 0 0	..	..	..	..	..
10 Salaigramam	10 0 0 0	5 0 0 0	..	..	..	..	..
11 Raja Singamangalam, in certain {	10 0 0 0	5 7 5 4	..	..	..	..	..
12 Arnoothamangalam	10 0 0 0	5 0 1 0	..	..	..	..	..
13 Hanumanthakudi .. .. .	.. .. .	.. .. .	4	40	16	4 5 8	4 5 8		
14 Kuthagalnadu .. .. .	.. .. .	.. .. .	3	30	16	3 3 6	1 11 6		
15 Orur .. .. .	.. .. .	.. .. .	3	80	16	3 3 6	1 11 6		
16 Kottaiapatnam .. .. .	.. .. .	.. .. .	2	20	10	2 2 4	1 11 6		
17 Pallimadam in certain villages .. {	10 0 0 0	5 3 2 0	4	20	9	2 2 4	0 15 5		
	10 0 0 0	3 14 1 0	31	12-58/64	1-23/64	2 6 11	0 4 4		

STATEMENT II.—RATES OF ASSESSMENT—NANJA TARAM PUNJA—*cont.*

1 Kalavarayadi is equal to 1 acre 18-1/8 cents; 1 panam is equal to Re. 0-2-0-8/23 is in force in all taluks except the present Aruppukottai and Turuchuli taluks which was known as Pallimadam taluk where it is equal to Re. 0-3-4-8/11—*cont.*

During Head Tahsildar Narayana Rao's time, 1823—1829.						
Taluka.	When not irrigated with tank water.				When irrigated with tank water.	
	Teerva in Panams per Kalavarayidi.			Theerva in rupees per acre.		
	Number of rates.	Highest.	Lowest.	Highest. Lowest.		
(1)		(8)		(8-a)	(9)	
				RS. A. P.	RS. A. P.	
1 Ramnad	1	9-3/16	9-3/16	0 15 9	0 15 9	
2 Keelakkad	1	8	8	0 10 4	0 10 4	
3 Sikkal	1	15	15	1 9 9	1 9 9	
4 Mudukulathur, in certain villages. {	2	15	15	1 9 9	1 9 9	
5 Pappankulam	1	15	15	1 9 9	1 9 9	
6 Kamuthi	1	15	15	1 9 9	1 9 9	
7 Abiramam, in certain villages .. {	1	15	15	1 9 9	1 9 9	
8 Vendoni	1	15	15	1 9 9	1 9 9	
9 Kamankottai	1	10	10	1 1 2	1 1 2	
10 Salagramam	1	14	14	1 8 0	1 8 0	
11 Raja Singamangalam, in certain villages. {	1	9-3/16	9-3/16	0 15 9	0 15 9	
12 Arnoothamangalam	4	40	16	4 5 8	1 11 6	
13 Hanumanthakudi	3	30	16	3 3 6	1 11 6	
14 Kuthagaimadu	3	30	16	3 3 6	1 11 6	
15 Orur	2	20	16	2 2 4	1 11 6	
16 Kottaiapatnam	4	20	9	2 2 4	0 15 5	
17 Pallimadam, in certain villages .. {	31	12-53/64	1-32/64	2 6 11	0 4 4	

One and half times the assessment was collected when water was used with permission in all taluks except Pallimadam.

During Muthu Chella Tevar's time, 1830—1852.						
Taluka.	When not irrigated with tank water.				When irrigated with tank water.	
	Teerva in Panams per Kalavarayidi.			Teerva in rupees per acre.		
	Number of rates.	Highest.	Lowest.	Highest.		Lowest.
(1)		(10)		(10-a)		(11)
				RS. A. P.	RS. A. P.	
1 Ramnad	1	9-3/16	9-3/16	0 15 9	0 15 9	One and half times the assessment was collected when water was used with permission in all taluks except Pallimadam.
2 Keelakkad	1	8	8	0 13 9	0 13 9	
3 Sikkal	1	15	15	1 9 9	0 15 5	
4 Mudukulathur, in certain villages. {	2	15	15	1 9 9	1 9 9	
5 Pappankulam	1	15	15	1 9 9	1 9 9	
6 Kamuthi	1	15	15	1 9 9	1 9 9	
7 Abiramam, in certain villages .. {	1	15	15	1 9 9	1 9 9	
8 Vendoni	1	15	15	1 9 9	1 9 9	
9 Kamankottai	1	10	10	1 1 2	1 1 2	
10 Salagarmam	1	14	14	1 8 0	1 8 0	
11 Raja Singamangalam, in certain villages. {	1	14	14	1 8 0	1 8 0	
12 Arnoothamangalam	4	40	16	4 5 8	1 11 6	
13 Hanumanthakudi	3	30	16	3 3 6	1 11 6	
14 Kuthagaimadu	3	30	16	3 3 6	1 11 6	
15 Orur	2	20	16	2 2 4	1 11 6	
16 Kottaiapatnam	4	20	9	2 2 4	0 15 5	
17 Pallimadam, in certain villages .. {	31	12-53/64	1-32/64	2 6 11	0 4 4	

STATEMENT II.—RATES OF ASSESSMENT—NANJA TARAM PUNJA—*cont.*

1 Kalavarayadi is equal to 1 acre 18-1/8 cents ; 1 Panam is equal to Re. 0-2-0-8/23 is in force in all taluks except the present Aruppukottai and Turuchuli taluks which knownas Pallimadan taluk where it is equal to Re. 0-3-4-8/11—*cont.*

During the last Court of Ward's time, 1870—1889.

Taluka.	When not irrigated with tank water.					When irrigated with tank water.
	Teerval in Panams per Kalavarayidi.			Teerva in rupees per acre.		
	Number of rates.	Highest.	Lowest.	Highest.	Lowest.	
(1)		(12)		(12-a)		(13)
				RS. A. P.	RS. A. P.	
1 Ramnad	1	9-3/16	9-3/16	0 15 9	0 15 9	One and half times the assessment was collected when was used with permission in all taluks except Pallimadam.
2 Keelakkad	1	8	8	0 13 9	0 13 9	
3 Sikkal	2	15	9	1 9 9	0 15 5	
4 Mudukulathur, in certain villages. {	1	15	9	1 9 9	1 9 9	
5 Pappankulam	1	15	9	1 9 9	1 9 9	
6 Kamuthi	1	15	9	1 9 9	1 9 9	
7 Abiramam, in certain villages ..	1	15	9	1 9 9	1 9 9	
8 Vandoni	1	15	15	1 9 9	1 9 9	
9 Kamankottai	1	10	10	1 1 2	1 1 2	
10 Salaigramam	1	14	14	1 8 0	1 8 0	
11 Raja Singamangalam, in certain villages. {	1	14	14	1 8 0	1 8 0	
12 Arnoothamangalam	4	40	16	4 5 8	1 11 6	
13 Hanumanthakudi	3	30	16	3 3 6	1 11 6	
14 Kuthagainadu	3	30	16	3 3 6	1 11 6	
15 Orur	2	20	16	2 2 4	1 11 6	
16 Kottaiapatnam	4	20	9	2 2 4	0 15 5	
17 Pallamadima, in certain villages ..	31	12-53/64	1-33/64	2 6 11	0 4 4	

During the late Rajah S. Muthuramalinga Sethupathi's time, 1890—1928.

Taluk.	Now in force.						When irrigated with tank water.
	When not irrigated with tank water.					Teerva in rupees per acre.	
	Teerva in Panams per Kalavarayidi.			Highest.	Lowest.		
	Number of rates.	Highest.	Lowest.				
(1)		(14)		(14-a)		(15)	
				RS. A. P.	RS. A. P.		
1 Ramnad	1	9-3/16	9-3/16	0 15 9	0 15 9	When the lands are irrigated with tank water tank Sarasari or grain equivalent of nanja cultivation is being collected as per decisions of courts.	
2 Keelakkad	1	8	8	0 13 9	0 13 9		
3 Sikkal	2	15	9	1 9 9	0 15 5		
4 Mudukulathur, in certain villages {	1	15	9	1 9 9	1 9 9		
5 Pappankulam	1	15	9	1 9 9	1 9 9		
6 Kamuthi	1	15	9	1 9 9	1 9 9		
7 Abiramam, in certain villages ..	1	15	9	1 9 9	1 9 9		
8 Vandoni	1	15	15	1 9 9	1 9 9		
9 Kamankottai	1	10	10	1 1 2	1 1 2		
10 Salaigramam	1	14	14	1 8 0	1 8 0		
11 Raja Singamangalam, in certain villages. {	1	14	14	1 8 0	1 8 0		
12 Arnoothamangalam	4	40	16	4 5 8	1 11 6		
13 Hanumanthakudi	3	30	16	3 3 6	1 11 6		
14 Kuthagainadu	3	30	16	3 3 6	1 11 6		
15 Orur	2	20	16	2 2 4	1 11 6		
16 Kottaiapatnam	4	20	9	2 2 4	1 11 6		
17 Pallamadan, in certain villages ..	31	12-53/64	1-33/64	2 6 11	0 4 4		

STATEMENT III—KULAM TEERVAI—*cont.*

1 Kurukkam = 90 cents—When waram was collected they were treated as nanjah and one Kalavirayadi = 1 acre 18 1/8 cents was taken to account in all taluks except in Pallimadam taluk the rate of 1 panam is equal to Re. 0-3-4 8/11 and the measurement is 1 kuli or 7 acres 65 9/16 cents.

During Muthu Chella Tevar's time—1830-1852.

Taluk.	When cultivated within permitted area.					When cultivated beyond the permitted area.	
	Teervai in panams.			Teervai in rupees per acre.			
	Number of rates.	Highest.	Lowest.	Highest.	Lowest.	(11)	
		(10)			(10-a)		
				RS. A. P.	RS. A. P.		
1 Ramnad	4	8	5	1 2 0	0 11 3	If lands were cultivated beyond the limits fixed within the tank bed twice the assessment was being collected.	
2 Keelakad	2	12	5½	1 11 0	0 12 4		
3 Sikkal	2	6	3	0 13 6	0 6 9		
4 Mudukulattur	6	6½	3½	0 15 2	0 7 10		
5 Pappanagulam	4	9½	6½	1 4 10	0 14 1		
6 Kamudi	6	11½	6½	1 9 4	0 14 1		
7 Abiramam	3	7½	5½	1 0 4	0 11 10		
8 Vendoni	1	4	4	0 9 0	0 9 0		
9 Kamankottai	1	4	4	0 9 0	0 9 0		
10 Sallagramam	1	10	10	1 6 6	1 6 6		
11 Rajasingamangalam	1	4	4	0 9 0	0 9 0		
12 Arnuthimangalam	4	12	5	1 11 0	0 11 3		
13 Hanumantagudi	1	12	12	1 11 0	1 11 0		
14 Kottagamadu	1	12	12	1 11 0	1 11 0		
15 Orur	4	18	7	2 8 6	0 15 9		
16 Kottaiapatnam	2	8	7	1 2 0	0 15 9		
17 Pallimadam							
Waram as per nanja yield for 10—0—0—0 kalams.							
Yield waram 4—12—0—0.							

Waram as per nanja yield for 10-0-0-0 kalams.

Yield waram 4-12-0-0.

During last Court of Wards time 1872-1899.

Taluk.	When cultivated within the permitted area.					When cultivated beyond the permitted area.	
	Teervai in panams.			Teervai in rupees per acre.			
	Number of rates.	Highest.	Lowest.	Highest.	Lowest.	(13)	
		(12)			(12-a)		
				RS. A. P.	RS. A. P.		
1 Ramnad	4	8	5	1 2 0	0 11 3	If lands were cultivated beyond the limits fixed within the tank bed twice the assessment was being collected.	
2 Keelakad	2	12	5½	1 11 0	0 12 4		
3 Sikkal	2	8	3	0 13 6	0 6 9		
4 Mudukulattur	6	6½	3½	0 15 2	0 7 10		
5 Pappanagulam	4	9½	6½	1 4 10	0 14 1		
6 Kamudi	6	11½	6½	1 9 4	0 14 1		
7 Abiramam	3	7½	5½	1 0 4	0 11 10		
8 Vendoni	1	4	4	0 9 0	0 9 0		
9 Kamaukottai	1	5	5	0 11 3	0 11 3		
10 Sallagramam	1	10	10	1 6 6	1 6 6		
11 Rajasingamangalam	1	4	4	0 9 0	0 9 0		
12 Arnuthimangalam	4	12	5	1 11 0	0 11 3		
13 Hanumantagudi	1	12	12	1 11 0	1 11 0		
14 Kottagamadu	1	12	12	1 11 0	1 11 0		
15 Orur	4	18	7	2 8 6	0 15 9		
16 Kottaiapatnam	2	8	7	1 2 0	0 15 9		
17 Pallimadam							

Waram as per nanja yield for 10—0—0—0 kalamas.

Yield waram 4—12—0—0.

Waram as per nanja yield for 10-0-0-0 kalams.

Yield waram 4-12-0-0.

During late Raja B. Mutturamallaga Sethupathi 1890-1928.
Now in force.

Taluk.	When cultivated within the permitted area.					When cultivated beyond the permitted area.	
	Teervai in panams.			Teervai in rupees per acre.			
	Number of rates.	Highest.	Lowest.	Highest.	Lowest.	(15)	
		(14)			(14-a)		
				RS. A. P.	RS. A. P.		
1 Ramnad	4	8	5	1 2 0	0 11 3	If lands beyond the water-spread area is cultivated sarasary is charged as a penal levy and if ridges are put obstructing the flow of water into the tank sarasary is charged.	
2 Keelakad	2	12	5½	1 11 0	0 12 4		
3 Sikkal	2	6	3	0 13 6	0 6 9		
4 Mudukulattur	4	5	2	0 11 3	0 4 6		
5 Pappanagulam	4	9½	6½	1 4 10	0 14 1		
6 Kamudi	6	11½	6½	1 9 4	0 14 1		
7 Abiramam	3	7½	5½	1 0 4	0 11 10		
8 Vendoni	1	4	4	0 9 0	0 9 0		
9 Kamankottai	1	5	5	0 11 3	0 11 3		
10 Sallagramam	1	10	10	1 6 6	1 6 6		
11 Rajasingamangalam	1	4	4	0 9 0	0 9 0		
12 Arnuthimangalam	4	12	5	1 11 0	0 11 3		
13 Hanumantagudi	1	12	12*	1 11 0	1 11 0		
14 Kottagamadu	1	12	12*	1 11 0	1 11 0		
15 Orur	2	12	8*	1 11 0	1 2 0		
16 Kottaiapatnam	1	30	30	0 12 7	0 12 7		
17 Pallimadam							

* A number of villages are under sub-leases and the rates prevailing are not known.

Per kuli of 7 acres—65 9/16 cents.

STATEMENT IV.—REGAI PUNJAH.

Kurukkam = 90 cents in all taluks except Pallimadam. In Pallimadam there are several classes of lands and the measurement is Kuli = 1 acre and 65 9/16 cents. In all taluks 1 panam = Re. 0-2-0 8/23 except in Pallimadam where it is Re. 0-3-4 8/11.

During Muthirulappa Pillai's time 1790 to 1801.

Taluk.	Total yield in kalams.	Waram or Proprietor's share in kalams.	Theervai in panams.			Theervai in rupees per acre.	
			Total number of rates.	Highest.	Lowest.	Highest.	Lowest.
(1)	(2)	(3)	(4)		(4-a)		
	K. M. V. P.	K. M. V. P.			RS. A. P.	RS. A. P.	
1 Ramnad	10 0 0 0	3 5 0 0+	2	12	8	1 11 0	1 2 0
2 Kulakkadu	10 0 0 0	theervai $\frac{1}{2}$ panam.	..	..	..	..	..
3 Sikkal	10 0 0 0	3 5 0 0+	..	..	..	..	..
4 Mudukulattur	10 0 0 0	theervai 1 panam.	..	..	..	..	..
5 Pappangulam	10 0 0 0	3 8 2 0+	..	..	..	..	..
6 Kamuthi .. .. .	....	theervai $\frac{1}{2}$ panam.	8	11½	4½	1 9 4	0 9 7
7 Abiraman .. .. .	....	3 8 0 0+	3	7½	6½	1 0 4	0 11 10
8 Vendoni	10 0 0 0	theervai $\frac{1}{2}$ panam.	..	..	..	..	..
9 Kamangottai	10 0 0 0	3 8 2 0+	..	..	..	..	..
10 Salaigramam	10 0 0 0	theervai $\frac{1}{2}$ panam.	..	..	..	..	..
11 Rajasingamangalam	10 0 0 0	4 6 1 8+	..	..	..	..	..
In certain villages of Rajasinga- mangalam.	10 0 0 0	theervai 2 panams.	..	..	..	..	..
12 Aranoothimangalam .. .. .	....	4 6 1 8+	..	..	..	..	..
13 Hanumanthagudu .. .. .	....	theervai $\frac{1}{2}$ panam.	..	..	..	..	..
14 Kuthagaimadu .. .. .	....	4 6 1 8+	..	..	..	..	..
15 Orur .. .. .	....	theervai $\frac{1}{2}$ panam.	..	..	..	..	..
16 Kottai pattanam	10 0 0 0	5 0 1 0	..	..	..	..	..
17 Pallimadam .. .. .	....	4 9 3 0+	..	..	..	..	..
		theervai $\frac{1}{2}$ panam.	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
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		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
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		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
		1	12	12	1 11 0	1 11 0
		....	1	12	12	1 11 0	1 11 0
						

During Rani Mangaleswara Nachiar's time 1802 to 1822.

Taluk.	Total yield in kalams.	Waram or Proprietor's share.	Theervai in panams.			Theervai in rupees per acre.		
			Total number of rates.	Highest.	Lowest.	Highest.	Lowest.	
	(5)	(6)		(7)		(7-a)		
	K. M. V. P.	K. M. V. P.				RS. A. P.	RS. A. P.	
1 Ramnad	10 0 0 0	3 5 0 0+	2	12	8	1 11 0	1 2 0	
2 Kulakkadu	10 0 0 0	$\frac{1}{2}$ panam. 3 5 0 0+	..	..	..	..	..
3 Sikkal .. .. .	....	1 panam.	4	6	2	0 13 0	0 4 6
4 Mudukulattur .. .. .	....	....	9	6 $\frac{1}{2}$	2	0 15 4	0 4 6
5 Pappangulam	10 0 0 0	3 8 2 0+	..	..	..	..	..
6 Kamuthi .. .. .	....	$\frac{1}{2}$ panam.	8	11 $\frac{1}{2}$	4 $\frac{1}{2}$	1 4 10	0 9 7
7 Abiraman .. .. .	....	....	8	7 $\frac{1}{2}$	5 $\frac{1}{2}$	1 9 4	0 9 7
8 Vendoni	10 0 0 0	4 6 1 8+	..	..	..	..	..
9 Kamangottai	10 0 0 0	2 panams. 4 6 1 8+	..	..	..	..	..
10 Salaigramam	10 0 0 0	$\frac{1}{2}$ panam. 4 6 1 8+	..	..	..	..	..
11 Rajasingamangalam .. .. .	....	$\frac{3}{4}$ panam. ....	..	..	..	..	..
In certain villages of Rajasinga- mangalam.	....	....	..	..	..	..	..
12 Aranoothimangalam .. .. .	....	....	1	12	12	1 11 0	1 11 0
13 Hanumanthagudu .. .. .	....	....	1	12	12	1 11 0	1 11 0
14 Kuthagaimadu .. .. .	....	....	1	12	12	1 11 0	1 11 0
15 Orur .. .. .	....	....	1	12	12	1 11 0	1 11 0
16 Kottai pattanam	10 0 0 0	3 5 0 0	47	105	9	2 14 7	0 4 0	
17 Pallimadam .. .. .	....	....	..	..	..	..	..

During the Head Tahsildar Narayana Rao's time 1823 to 1829.

Taluk.	For dry crops when not irrigated with tank water.					When irrigated with tank water with permission.		
	Theervai in panams.			Theervai in rupees per acre.				
	Total number of rates.	Highest.	Lowest.	Highest.	Lowest.			
(3)	(8-a)					(9)		
	RS.	A.	P.	RS.	A.	P.		
1 Ramnad	4	8	5	1	2	0	0 11 3	....
2 Kulakkadu	2	12	5½	1	11	0	0 12 4	....
3 Sikkal	4	6	2	0	13	0	0 4 6	....
4 Mudukulattur	9	6½	2	0	15	4	0 4 6	....
5 Pappangulam	5	9½	4½	1	4	10	0 9 7	....
6 Kamuthi	8	11½	4½	1	9	4	0 9 7	....
7 Abiraman	3	7½	5½	1	0	4	0 11 10	....
8 Vendoni	1	4	4	0	9	0	0 9 0	....
9 Kamangottai	1	4	4	0	9	0	0 9 0	....
10 Salaigramam	1	7	7	0	15	9	0 15 9	....
11 Rajasingamangalam	1	12	12	1	11	0	1 11 0	....
In certain villages of Rajasingamangalam.	..	..	..	..	..	..	..	....
12 Aranoothimangalam	2	12	10	1	11	0	1 6 6	....
13 Hanumanthagudu	2	12	10	1	11	0	1 6 6	....
14 Kuthagaimadu	2	12	10	1	11	0	1 6 6	....
15 Orur	5	12	7	1	11	0	0 15 9	....
16 Kottai pattanam	3	12	6	1	11	0	0 11 3	....
17 Pallimadam	47	105	9	2	14	7	0 4 0	....

STATEMENT IV—REGAI PUNJAH.

Kurukkam = 90 cents in all taluks except Pallimadam. In Pallimadam there are several classes of lands and the measurement is Kuli = 1 acre 65 9/16 cents. In all taluks 1 panam = Re. 0-2-0 8/23 except in Pallimadam where it is Re. 0-3-0 4 8/11.

During Muthu Chella Thevar's time 1830 to 1852.

Taluk.	For dry crops when not irrigated with tank water.					When irrigated with tank water with permission.			
	Theervai in panams.			Theervai in rupees per acre.					
	Total number of rates.	Highest.	Lowest.	Highest.	Lowest.				
(10)			(10-a)		(11)				
	RS.	A.	P.	RS.	A.	P.			
1 Ramnad	4	8	5	1	2	0	0	11	3
2 Kulakkadu	3	12	5	1	11	0	0	11	3
3 Sikkal	4	6	2	0	13	0	0	4	6
4 Mudukulattur	9	6½	2	0	15	4	0	4	6
5 Pappangulam	5	9½	4½	1	4	10	0	9	7
6 Kamuthi	8	11½	4½	1	9	4	0	9	7
7 Abiraman	3	7½	5½	1	0	4	0	11	10
8 Vendoni	1	4	4	0	9	0	0	9	0
9 Kamangottai	1	5	5	0	11	3	0	11	3
10 Saligramam	1	7	7	0	15	9	0	15	9
11 Rajasingamangalam	1	12	12	1	11	0	1	11	0
In certain villages of Rajasingamangalam.	..	..	..	..	..	..	..	..	..
12 Aranoothimangalam	2	12	10	1	11	0	1	6	6
13 Hanumanthagadu	2	6	10	1	11	0	1	6	6
14 Kuthagalnadu	1	6	6	0	13	6	0	13	6
15 Orur	4	12	7	1	11	0	0	15	9
16 Kottalpattanam	2	7	5	0	15	9	0	11	3
17 Pallimadam	47	105	9	2	14	7	0	4	0

* Double the assessment was being collected when irrigated with tank water and also when the land was within the tank bed limit.

Last Court of Wards time 1872 to 1880.

Taluk.	For dry crops when not irrigated with tank water.						When irrigated with tank water.
	Theervai in panams.			Theervai in rupees per acre.			
	Total number of rates.	Highest.	Lowest.	Highest.	Lowest.		
	(12)			(12-a)		(13)	
				RS. A. P.	RS. A. P.		
1 Ramnad	4	8	5	1 2 0	0 11 3	}	
2 Kulakkadu	3	12	5	1 11 0	0 11 3		
3 Sikkal	4	6	2	0 13 0	0 4 6		
4 Mudukulattur	9	6½	2	0 15 4	0 4 6		
5 Pappangulam	5	9½	4½	1 4 10	0 9 7		
6 Kamuthi	8	11½	4½	1 9 4	0 9 7		
7 Abiraman	3	7½	5½	1 0 4	0 11 10		
8 Vendoni	1	4	4	0 9 0	0 9 0		
9 Kamangottai	1	5	5	0 11 3	0 11 3		
10 Saligramam	1	7	7	0 15 9	0 15 9		
11 Rajasingamangalam	1	3	3	0 6 9	0 6 9		
In certain villages of Rajasingamangalam.							
12 Aranoothimangalam	2	12	10	1 11 0	1 6 6		
13 Hanumanthagadu	2	12	10	1 11 0	1 6 6		
14 Kuthagalnadu	1	6	6	0 13 6	0 13 6		
15 Orur	6	12	4	1 11 0	0 9 0		
16 Kottalpattanam	2	7	5	0 15 0	0 11 3		
17 Pallimadam	47	105	9	2 14 7	0 4 0		

* Double the assessment was being collected when irrigated with tank water and also when the land was within the tank bed limits.

During the late Rajah B. Muthuramalingam Sethupathy's time 1890 to 1928.

Taluk.	Now in force.						When irrigated with tank water.
	For dry crops when not irrigated with tank water.						
	Theervai in panams.			Theervai in rupees per acre.			
	Total number of rates.	Highest.	Lowest.	Highest.	Lowest.		
		(14)		(14-a)		(15)	
				RS. A. P.	RS. A. P.		
1 Ramnad	4	8	5	1 2 0	0 11 3	}	
2 Kulakkadu	3	12	5	1 11 0	0 11 3		
3 Sikkal	4	6	2	0 13 0	0 4 6		
4 Mudukulattur	8	6	2	0 13 6	0 4 6		
5 Pappangulam	5	9½	4½	1 4 10	0 9 7		
6 Kamuthi	3	11½	4½	1 9 7	0 9 7		
7 Abiraman	3	7½	3½	1 0 4	0 11 10		
8 Vendoni	1	4	4	0 9 0	0 9 0		
9 Kamangottai	1	5	5	0 11 3	0 11 3		
10 Saligramam	1	7	7	0 15 9	0 15 9		
11 Rajasingamangalam	1	4	4	0 9 0	0 9 0		
In certain villages of Rajasingamangalam.	..	..	..	..	..
12 Aranoothimangalam	2	12	10	1 11 0	1 6 6		
13 Hanumanthagadu .. .. .	..	..	..	..	..
14 Kuthagalnadu	5	12	6*	1 11 0	0 13 6		
15 Orur .. .. .	..	..	..	..	..
16 Kottalpattanam .. .. .	..	..	..	..	..
17 Pallimadam	47	105	9	..	..

* Sarasary is being charged for irrigation with tank water and for cultivation within the tank bed water spread limits.

STATEMENT V—PUNJA VANPYAR.

Vanpyar kuli=5/33 cents in all taluks except in Pallamadum where one kuli = 7.65-9/16 acres. For betel-vine and plantain it is 135/224 cents per kuli. One panam is Re. 0-2-0 8/23 in all taluks except Pallamadum where it is Re. 0-3-4 8/11.

Rates of assessment in force prior to previous Court of Wards, i.e., up to 1872.

In all taluks except Pallamadum.										In Pallamadum.						When irrigated with tank water.
(1)	Tirva in panam when not irrigated with tank water.			Tirva expressed in rupees per acre.			When irrigated.	Tirva in panams when not irrigated with tank water.			Tirva in rupees per acre.					
	Number of rates.	Highest.	Lowest.	Highest.	Lowest.	Number of rates.		Highest.	Lowest.	Highest.	Lowest.					
(2)	(2-a)		(3)	(4)	(4-a)		(5)									
PANAME.	PANAME.	RS. A. P.	RS. A. P.		RS. A. P.	RS. A. P.										
Chillies	4	1/8	1/64	10 7 4	1 4 11	4	450	100	12 8 0	2 12 0	Not known.					
Brinjals	3	1/16	1/64	5 3 8	1 4 11	..	..	..	..	..	
Tobacco	2	1/8	1/64	10 7 4	1 4 11	5	457	200	12 11 0	5 8 0						
Onions	5	1/8	1/64	10 7 4	1 4 11	..	..	..	..	..	
Sakkalavalli or sweet Potatoes	5	1/8	1/64	10 7 4	1 4 11	..	..	..	..	..	
Cucumber	1	1/32	1/32	2 9 10	2 9 10	..	..	..	..	..	
Pagal	1	1/32	1/32	2 9 10	2 9 10	..	..	..	..	..	
Betel-vine	2	213/16	1-7/8	59 2 10	31 2 3	..	..	..	..	..	
Plantain	1	15/64	15/64	9 13 10	9 13 10	..	..	..	..	..	
Karnai	5	5/32	1/32	13 1 2	1 4 11	..	..	..	..	..	
Kearal or green	2	1/32	1/64	2 9 10	1 4 11	..	..	..	..	..	
Turmeric	4	5/32	1/32	13 1 2	2 9 10	..	..	..	..	..	
Creeping plants	1	1/32	1/32	2 9 10	2 9 10	..	..	..	..	..	
Garlic	1	1/32	1/32	2 9 10	2 9 10	..	..	..	..	..	
Mavalkohundu	1	1/16	1/16	5 3 8	5 3 8	..	..	..	..	..	

Rates of assessment in force since last Court of Wards 1872.

Crops.	In all taluks except Pallamadum.						In Pallamadum taluk.						When irrigated.	
	When not irrigated with tank water tirva in panams.			Tirva expressed in rupees per acre.			When not irrigated with tank water.	Tirva in panams when not irrigated with tank water.			Tirva expressed in rupees per acre.			
	Number of rates.	Highest.	Lowest.	Highest.	Lowest.	Number of rates.		Highest.	Lowest.	Highest.	Lowest.			
	(6)	(6-a)		(7)		(8)		(8-a)						
				RS. A. P.	RS. A. P.					RS. A. P.	RS. A. P.			
Chillies	4	1/8	1/64	10 7 4	1 4 11	When irrigated with tank water sarasari is charged from the late Rajah Muthuramalinga Sedupathy's time (1890 to 1928).	4	450	100	12 8 0	2 12 0			
Brinjals	4	1/8	1/64	10 7 4	1 4 11		4	450	100	12 8 0	2 12 0			
Tobacco	4	1/8	1/64	10 7 4	1 4 11		4	450	200	12 8 0	5 8 0			
Onions	5	1/8	1/64	10 7 4	1 4 11		2	200	150	5 8 0	4 2 0			
Sakkalavalli or sweet Potatoes	5	1/8	1/64	10 7 4	1 4 11		2	200	150	5 8 0	4 2 0			
Cucumber .. ..	..	..	..	..	..		..	..	..	..	..	..
Pagal .. ..	..	..	..	..	..		..	..	..	..	..	..
Betel-vine	2	2-13/16	1-7/8	59 2 10	31 7 3		..	..	..	..	..	..
Plantain	6	15/64	1/64	9 13 10	0 10 6		..	..	..	..	..	..
Karnai	4	5/32	1/64	13 1 2	1 4 11		..	..	..	..	..	..
Kearal or green	2	1/32	1/64	2 9 10	1 4 11		..	..	..	..	..	..
Turmeric	6	5/32	1/64	13 1 2	1 4 11		..	..	..	..	..	..
Creeping plants .. ..	..	..	..	..	..		..	..	..	..	..	..
Garlic	5	1/8	1/64	10 7 4	1 4 11		..	..	..	..	..	..
Mavalkolundu	2	1/16	1/64	5 3 8	1 4 11		2	200	150	5 8 0	4 2 0			

Sarasari is charged from the time of late Rajah Muthuramalinga Sedupathy (1890 to 1928).

Remarks.—450 panams = Rs. 95-7-4 for 7.65-9/16 or Rs. 12-8-0 per acre.

Remarks.—The rate of Vanpyer works out to Rs. 12-8-0 per acre in Pallamadum taluk whereas in other taluks it works out to Rs. 2-4-11 per acre. The highest rate of betel-vine works out to be Rs. 14-8-0 per acre.

There is a class of land called Vanpyer kolai on which when ordinary dry crops are raised, only dry ordinary dry rate is assessed and when vanpyer or garden crops are raised the cropwar rent is charged, except in Farmakudi village where the system was different before but now all Vanpyer lands are treated equally.

† As the equivalent in acres for the garden kuli in Pallamadum for betel-vine and plantain was not given, the tirva in panams could not be expressed in rupees per acre.

Statement I.

NANJA WARAM.

Statement I.—This statement shows the waram on the nanja lands in the several taluks of the zamindari during the periods 1790 to 1801, 1802 to 1822, 1823 to 1829, 1830 to 1852, 1872 to 1889, 1890 to 1928.

It is seen that the waram on the nanja lands remained unaltered ever since their introduction during the time of Muthurillappa Pillai in 1790. The principle on which the waram was based seems to be generally that described in paragraph 35 of Mr. Lushington's letter, dated 29th December 1800, to the Board of Revenue, according to which after deducting two kalams for podu selavu (common expenses) in every ten kalams, four kalams are allowed to the inhabitant, i.e., the ryot and the remaining four to the melwaramdar.

NANJATARAM PUNJA.

Statement II—These comprise such of the wet lands as are not fit for paddy cultivation for reasons such as the high position with reference to the water level of their respective tanks and their consequent inaccessibility to water, etc. These lands are therefore cultivated with dry grains such as ragy, cholam, etc.

The system prevailing was waram as well as rent system. The waram system prevailed from 1790 to 1822 in all taluks except Arnoothmangalam, Hanumanthagudy, Kothagainadu, Orur, Kothaipatnam and in certain villages of Pallamadum taluks, where the tirva system prevailed, the tirva charged varied from As. 4-4 to Rs. 4-5-8 per acre.

From 1823 onwards the tirva system was introduced in the remaining taluks and the rates introduced varied from As. 10-4 to Rs. 1-9-9 per acre, and have remained almost unaltered since. When Government water was used with permission, $1\frac{1}{2}$ times the assessment was collected in all taluks except Pallamadum. From 1890 to 1928, when the lands were irrigated with tank water, sarasari or grain equivalent for nanja cultivation is being collected as per decision of courts.

KOTIAM KORVAL.

Statement III.—These are lands cultivated with paddy in the bed of tanks just without the limits of the water spread, the cultivation within the limits of water spread being prohibited. As in the case of nanja taram punja both waram and tirva systems prevailed till 1822 in respect of this class of land. The highest and the lowest rates varied from As. 4-6 to Rs. 1-11-0 except in Orur taluk where the highest rate was Rs. 2-8-6 and the lowest As. 15-9 and these rates have been altered into Rs. 1-11-0 and Re. 1-2-0 after 1890.

REGAI PUNJA.

Statement IV.—These consist of lands cultivated with dry grains. The punja lands of the seven taluks, namely, Kamuthi, Abiramam, Arnoothamangalam, Hanumanthagudy, Kothagainadu, Orur and Pallamadum and some lands in six villages of Ramnad taluk paid the assessment in money while other villages in Ramnad taluk paid in kind.

The rates for crops not irrigated with tank water varied from As. 4-6 to Rs. 1-11-0 except in Pallamadum where the highest rate was Rs. 2-14-7 and the lowest As. 4. There is practically no variation in these rates. When tank water is taken, sarasari (grain equivalent of nanja cultivation) is being charged.

PUNJA VANPYER.

Statement V.—Applicable to special products such as chillies, brinjals, tobacco, etc., raised on dry lands. The rates charged for each crop show that there has been little variation in the rates during the several periods in question.

The Estate Manager has reported that "the rate of Vanpyer works out to Rs. 12-8-0 per acre in Pallamadum taluk, while in other taluks works out to Rs. 2-4-11 per acre.

The highest rate for betel-vine works out to Rs. 14-8-0 per acre.

SIVAGANGA ZAMINDARI.

Peshkash—Rs. 2,63,057-5-2.

Rent roll—Rs. 11,37,146-3-8.

The Diwan of Sivaganga in his memorandum furnishes the following information.

Lands on which money rents are levied are known as 'Tirvath' lands while those on which rent is levied in kind are called 'Warath' and 'Varisath' lands.

'Tirvath' lands form about 75 per cent of the estate. The rates on wet lands range from Re. 1 to Rs. 25 per acre. These rates are fixed on a consideration of the nature and descriptions of the lands and not with reference to the crop grown.

The lands in the villages have been classified with reference to their fertility and facilities for irrigation.

For 'Warath' lands, one-half of the net produce [that is, after deducting such common charges as Kanganam, Kulavettu, Swathanthram and Mahimai] is levied as rent when the crop grown is paddy. Where dry crops are grown on wet lands one-third of the estimated yield is levied as rent. For dry lands in warath areas, money rents are charged in ayan villages with reference to the crops raised and such rates vary from As. 3-9 to Rs. 2-5-4 per kurukkam or 56 cents. In devasthanam inam villages warath dry lands are charged with one-third of the estimated yield in kind. For warath lands, the landholders' share in respect of wet lands is a specified quantity of paddy, viz., 10-7-14/16 kalams per unit of chey (1.75 acres) where paddy is cultivated. For other grains, either a cash rent or a specified share of gross produce is taken. For dry lands,

i.e., lands fit only for dry cultivation a money rent or a share of the net produce is taken levied according to the nature of the crop. Where a specified quantity of paddy is taken such levy is made every time a harvest is reaped. Similarly, where a share of the produce is taken such share is levied at each harvest.

The existing rates of rent in the warapath area have been in force since fasli 1332 (1922-23) while the other rates have been in force from time immemorial.

Customary levies.—Customary levies such as Swathanthram (payment to village artisans), Kulavettu (cess for repairs of tanks), Kanganam (cess of collection and supervision of harvest) and Mahimai (contributions to religious charitable institutions) are collected. Of these, Kanganam and Kulavettu are applicable only to warapath lands while the others relate to both 'Warapath' and 'Tirvapath' lands. The ryot's share of the local cesses is also recovered.

Irrigation.—The irrigation of wet holdings in the samasthanam is mostly from tanks. The number of tanks owned by the samasthanam inclusive of 'minor endals' is 2,312. Most of these, about 70 per cent, are rainfed and the rest receive supply of water from business sources through supply-channels. The chief river

Heads of villages will be held responsible for seeing that the above privileges are not abused and in case of disputes, the Collector will be the deciding authority.

Pannai lands.—The total extent of 'private land' (pannai lands) in the estate is 2,499.63 acres wet and 468.40 acres dry. All of them are old cases.

Survey.—A survey by the Government Survey Party was conducted in this estate during the years 1920–24, and the new survey areas were introduced in 1926–27. The cost was borne by the landholders and the ryots.

The Assistant Diwan of the estate, gave oral evidence before the committee and gave out the following points.

The first point on which the Assistant Diwan desires to dwell is the liberal concessions which the estate is giving to the ryots. Estate officers go round periodically, inspect places and recommend liberal remissions. In certain cases 2 kalams per acre is fixed. Even though the lands are irrigable if the ryot uses one baling, full 25 per cent remission is given. Liberal remission is given if the crop is poor owing to the salinity of the soil, even though water-supply is sufficient. In addition to that 30 per cent remission is given for fall in prices. These are given unasked. The witness further states that even before the Debt Relief Act came into existence, Tahsildars and Diwan held consultations and thought fit to give a 30 per cent remission. The witness states that 25 lakhs have been given in the form of seasonal and concessional remissions.

The following statement gives the amount of remission given to the ryots :—

Fasli 1343	..	..	..	..	..	..	2 lakhs and odd
„ 1344	..	..	..	..	..	..	3 „ „
„ 1345	..	..	..	..	..	..	1 „ „
„ 1346	..	..	..	..	..	..	3 „ „
							9

The estate has written off arrears of rent for the last five faslis; the amount so written off comes to Rs. 6,52,000. This was done before the Debt Relief Act was passed.

The witness gives further interesting particulars. The time-barred arrears for the last four faslis come to Rs. 4,56,894. The total remission of interest accrued comes to about Rs. 4 lakhs. On the whole the estate has given a remission of Rs. 25,25,316 for the last four years. The witness is of opinion that no ryots of any other estate can expect concessions of this kind.

Irrigation facilities.—The estate has not stinted expenditure on irrigation. There are 2,312 tanks of which except 500 or 570 all are in a fairly good condition. The estate has been spending 2 lakhs of rupees over them on an average. During the last two years 2 lakhs on an average were spent on maramat works. Recently about Rs. 6,000 were spent for repairing the channel leading from the Periyar borders to the ryotwari lands in the zamin. The estate has also dug a channel at a cost of about Rs. 8,000 for the irrigation of nearly 25 villages bordering on the Periyar, so that the ryots may have the benefit of the Periyar irrigation. Add to this when the Periyar water is supplied Government charges full water-rate but the estate meets half and the ryots the other half. These are the irrigation facilities given by the samasthanam to the ryots. The witness further states that the ryots are not doing even the ordinary kudimaramats. The estate itself is attending to them.

The extent of land irrigated by the Periyar and Vaigai rivers will be roughly one-eighth of the estate. Seven-eighths of the estate is dry, depending on rain-fed tanks.

Rainfall.—There was sufficient rain during the last two or three years. There was 25 to 30 inches of rain on an average.

Villages.—There are nearly 2,000 villages; about 709 groups according to the Government system. Most of the villages depend on rain; a small portion of the estate is fed by the Vaigai and Periyar rivers; the rest are rain-fed.

Drinking water in villages.—To the question whether there is drinking water in villages the witness answers "it is a great defect." To another question as to what arrangements the estate has made for supply of drinking water the answer is given that there are small tanks.

The extent of nanja and punja lands.—The extent of nanja lands in the estate is 102,000 acres. Punja will be about one-fourth of the nanja extent. The sources of irrigation for nanja lands are the Vaigai and the Periyar rivers. There are rich streams like Sarugani river and a few other streams which are not bad. The rest are tanks.

As regards nanja rate the bulk is from Rs. 3 to Rs. 16. A portion of the land is fed by the Vaigai and Periyar rivers. Some of these lands are betel-leaf gardens. The land-owners sub-lease their lands and they get Rs. 100. In the case of such lands a rent of Rs. 20 is charged. These are the kinds of lands which bear such a high rate.

Cowle lands.—Cowle is a favourable tenure. The proportion of the lands that are held under cowle tenure will be about one-tenth of the lands.

The rate in such cases is Rs. $2\frac{1}{2}$ to Rs. 3. Remission to the extent of 30 per cent. is given for dry lands also.

Assessment.—The witness says that assessment in the estate is not very heavy. Only 1 per cent of the ryots pay above the rate of Rs. 20. Four per cent of the ryots pay between Rs. 20 and Rs. 23. Sixty-seven per cent of the ryots pay at the rate of Rs. 16. Eighteen per cent of the ryots pay between Re. 1 to Rs. 4.

The witness says that ryots have absolutely no grievances at all and mentions the fact that the estate has also given 30 per cent remission for economic depression.

Commutation of rent.—Money-system was introduced in 1922. Tirvapat lands form about 75 per cent of the estate. Commutation rates were fixed with reference to half the melvaram which has been in vogue from time immemorial. The witness says that the ryots do not at all grudge to pay the half melvaram.

According to him, the whole difficulty is due to the following factors pressing the ryots :—

- (1) Lack of proper marketing and communication facilities.
- (2) Whimsicalities of the season.
- (3) Fall in prices and consequent lack of enthusiasm on the part of the ryots.
- (4) Want of application to cultivation.

The witness further states that yield has considerably decreased at present. An acre of land which was yielding 30 kalams before is now yielding only 15 kalams.

Commutation was adopted at a time when the price of paddy was about to Rs. 6 per kalam. The price is Rs. 3-12-0 now. The commutation rate is double the rate now prevailing. To a question the witness answers that there is no village in the zamin where the rent is felt too much and that liberal seasonal and concessional remissions are given.

Rates in Government villages.—The witness is not acquainted with the rate prevailing in the Government villages.

Reduction of rent.—To a question whether he will have any objection if the Government fixes rates of rent in the estate, similar to those prevailing in Government villages, the witness answers that the supply in the estate is precarious whereas the supply in Government villages is sure and the two rates cannot therefore be properly compared.

The zamindar is not either for reduction or for enhancement of rent.

As regards the Government reducing the rates of rent the witness says "we have got the security now that the Government will not meddle with it. If they begin to interfere it will be unsafe."

Forests and grazing facilities.—The estate has just received orders reserving forests to the extent of 13,000 acres. During the Court of Ward's time all forests were reserved. The estate is going to notify again. As regards grazing facilities, there are 1,760 acres of unreserved forests free for grazing. The witness states that there is no trouble at all about forest rights. The rates of fees according to him are very low, 8 annas for bulls, cows, and buffaloes and for sheep 4 annas for a year. The witness has no idea whether these rates are cheaper than Government rates.

Collection.—The witness says that in the matter of collection the estate has certain handicaps. He complains that village officers instead of being helpful create mischief. It is the opinion of the witness that while the ryots are quite amenable, it is the village officers "that create all sorts of mischief and set people by the ears and make bargain out of it." At present the estate has power only to nominate the village officers. Once the appointment is made they are virtually independent and are feared very much by the villagers.

The witness thinks that if the appointment and punishment of village officers is given to the estate, collection work would be better and very easy.

To facilitate collection, the witness suggests that the Rent Recovery Act might be made applicable to the zamindari villages also in the interests of the ryot and the landlord.

To a question whether it will be helpful if collection work is handed over to the Government the witness answers that there is no necessity for that at all; "if the estate is given more powers, it will be able to have speedy collections; there is no necessity for the Government to interfere in this matter."

Collection last year was 12 lakhs out of a demand of 18 lakhs. Average demand for the last five years including old arrears was nearly 19 lakhs.

Arrears.—The estate was under the Court of Wards from 1918-1933. At the time of the Court of Wards handing over to the estate the arrears amounted to 35 lakhs.

The cause for large arrears under the Court of Wards according to the witness is "they did not give remission, whereas we did." The revenue balance at present is 34.41 lakhs. This amount represents accumulated arrears for "series of 15 years." Decrees have been kept alive all the time.

To a question by the Chairman of the Committee about the position of the average tenant with regard to his inability to pay, the witness answers that having regard to the prices of paddy these are hard days now and that is why the estate is granting concessions up to 30 per cent.

Coercive processes for recovery of rent.—The estate does not go to the extent of selling lands and it has been avoiding land ejectments and sales. They only resort to distrains wherever necessary.

During the Court of Ward's time they had recourse to courts for recovery of rent. They now think that it is unnecessary waste of money and so they settle outside. The expenditure on litigation used to be 3 lakhs a year during the time of Court of Wards. It is now Rs. 25,000.

Customary cesses.—By way of "swathanthram" and "mahimai" the estate is getting about Rs. 13,000 every year. The whole amount from "mahimai" is utilized for certain public institutions. The estate is running the Raja's High School, a poor boy's hostel and two choultries. Whatever balance remains it is paid to the Thiruvavaduthurai mutt.

Village servants like carpenter, blacksmith, washerman and barber are paid from the swatanthram cess. Accounts are kept separately with regard to these cesses.

Kulavettu (Cess for repairing irrigation works).—Total amount collected by way of "Kulavettu" will be about Rs. 3,000 or Rs. 4,000. A separate fund is constituted for this and separate accounts are kept.

The indebtedness of the ryot.—The Assistant Diwan says that the ryots are badly indebted. It is the same even in co-operative societies. So far as his experience goes, the societies have not been working well. The number of societies in the whole estate was about 200. One hundred societies were liquidated. New societies in the area were started numbering about 30 to 40.

The witness agrees that co-operative societies on new basis will help the zamindar and the ryot alike. Proper arrangements are necessary. It all depends on the paying capacity of the ryot. The estate is interested in the paying capacity of the ryot and it will do its best in this regard. But co-operation, however, does not flourish owing to the predominance of Chetti creditors. The witness feels that it will be a great help to give marketing facilities to ryots as they are in a pitiable condition.

The estate is quite prepared to co-operate with the Government if they will introduce anything as it will clear its arrears. The witness is of opinion that the Debt Relief Act will not help, because most of the ryots have accumulated heavy arrears and each has to pay three or four kists. He doubts very much if 10 or 15 per cent of the ryots will get the benefit. The witness thinks that most of the ryots cannot pay the arrears for faslis 1346 and 1347.

The estate has given remissions which will come to Rs. 15 per acre. Beyond that it cannot go, as its hands are tied.

The witness has read the bulletins and proposals of the Reserve Bank and is of opinion that they will undoubtedly prove beneficial, and feels that some systematic and intense work is necessary.

Only recently the co-operative societies have acquired power to distrain lands. They are bringing lands to sale but such cases are not common.

Economic holding.—According to the witness, about 5 acres of wet land would constitute a decent economic holding. That would be a good estimate. The witness complains that irrigation facilities available in deltaic areas are absent in the zamin. Consolidation of holdings are therefore not possible.

The witness however agrees with the Chairman of the Committee that if every inch of ground is made to yield with the aid of latest agricultural methods at cheapest cost, 2 acres of land would constitute a good economic holding.

He also mentions the fact that at present a ryot owns 10 cents, 20 cents and so on, or 10 cents in one place and 15 cents in another place or where there are brothers 20 or 30 cents may be jointly owned by two or three.

Emigration.—Some ryots in the zamin are emigrating to foreign countries. According to the witness it is not due to the hard conditions prevailing in the zamindari. They go to foreign countries with the hope of making quick profits without working hard and they get employment as clerks and accountants under Nattukottai Chettiyars or as managers in tea or rubber estates. Their number after all is not much.

The whole difficulty according to the witness is that people do not exert themselves and take to cultivation of lands.

The witness continuing states that the ryot can sink a well at a cost of Rs. 300; he can raise short-term crops but he does not do so. The estate is advising the ryots to raise short-term crops. The ryot can get on very well by raising commercial crops and the estate does not charge anything if he does it by means of water from wells.

As against the above evidence tendered in a written memorandum by the Diwan and through the Assistant Diwan orally before the Committee the ryot witnesses gave the following evidence:—

Witness No. 253—Mr. P. S. Subrahmanya Ayyar, Manamadura.

System of assessment.—In Sivaganga zamin rent was formerly paid in kind but about ten or fifteen years ago, it was converted into money rent. Even now "Wara-path" prevails with regard to 25 per cent of lands in the zamin.

The witness states that money rent was fixed on the level of prices then existing. The prices of grains ruled high then. But fall in prices to the extent of 50 per cent has taken place since that time. The yield of lands have become poor owing to lack of irrigation facilities and failure of seasonal rains.

Remission.—Taking the above facts into consideration, remission to the extent of about 30 per cent is given by the estate. The contention of the witness is that any amount of remission given on the 'original rate' will not be adequate and satisfactory.

The witness states that in his own case a 'liberal remission' was given for arrears of rent. But that was not 'general remission.' In case of dry lands, if there is a failure of crops owing to lack of rain, full remission should be given.

Remission of rent should be given according to particular circumstances and the witness' idea of fair and equitable remission is that remission obtainable from wet rates settled from Rs. 2 to Rs. 6 according to 'tarams.' The witness wants that remission should be given in a comprehensive manner in all deserving cases. In this connexion he wants that the 'circular' with regard to remission should be enforced.

Rate of rent.—In case of lands irrigated by rain-fed tanks the zamin rates reach up to Rs. 25 per acre, whereas Government rate for such lands ranges from Rs. 6 to Rs. 8. One acre of wet land has to pay an assessment ranging from Rs. 15 to Rs. 20 in Manamadura. The value of one acre of wet land ranges from Rs. 500 to Rs. 800.

Dry rates range from 6 annas to Rs. 1-8-0. In certain localities high dry rates prevail, that is, from Rs. 2-8-0 to Rs. 4-8-0. The witness is of opinion that such high rates should not be levied on lands cultivated with great labour and exertion by the ryots and which wholly depend on rainfall. Prices have fallen considerably and such excessive rates are unbearable by the ryots.

Cultivation expenses.—Cultivation expenses for one acre of wet land comes to Rs. 35. The produce may give Rs. 30 or Rs. 40. Straw gives about Rs. 10. Granting that the tenants themselves plough the lands, there will only be a margin of Rs. 10 or Rs. 15 left out of it if the amount for seeds for the next year's cultivation is deducted. There is only a balance of Rs. 5.

If the half-share rent is computed there will only be a balance of Rs. 2-8-0.

Garden lands.—The ryots are not able to bear the garden rates. Garden lands represent the ryots' hard labour and exertion. So no kind of enhanced rent should be levied on such lands.

Irrigation grievances.—The major portion of the zamin is rainfed. The lands are hard hit owing to failure of seasonal rains.

There are some portions which are irrigated by Vaigai channel but Vaigai waters never reach most of the canals. As regards repairs to irrigation works, the witness says that some repairs are being made but they are not adequate.

The estate has not been blessed by nature as regards water-sources. The request of the witness is that sufficient irrigational facilities should be given to the ryots.

Forests and grazing facilities.—There are a few forests in the zamin. The ryots have no grazing facilities. In a few small forests, that exist, licence is necessary for grazing. Ryots should be given free grazing facilities without any restrictions.

Communal lands.—The witness says that formerly no porambokes specifically existed. Communal lands were in the possession and full enjoyment of the villagers. They were known by the name of natham lands. Trees on such lands were freely made use of by the zamindars and ryots alike. Now, only trees on wet lands bear no tax. All other trees are taxed. Certain trees even on patta lands are also taxed. The witness mentions the circular of Mr. Shield directing the ryots to plant trees. The witness desires that even trees which are not on patta lands should be permitted to be enjoyed by the ryots free of any tax.

Cowle lands.—The witness has some cowle lands. The rent is Rs. 6 per acre which the witness thinks is high. He has worked out the figures and he is getting only Rs. 2-8-0 as he has to pay extra wages for agricultural labour.

Lease of lands.—The witness has leased out some of his lands. He gets half-waram, i.e., half of the net produce.

Settlement and classification of lands.—The witness complains that lands were not properly classified, fertile lands in certain places being assessed low and lands which purely depend on rainfall being assessed high. Lands should be classified and rents fixed according to irrigation facilities and nature of the soil.

The settlement was done by the Court of Wards. The survey was done by the Government.

MISCELLANEOUS DEMANDS AND SUGGESTIONS.

The impoverished ryots desire to earn a little profit by building houses, cinema sheds, etc., on their dry lands and let them out for rent. This is not allowed now, and the ryot's attempts to make both ends meet are thus thwarted.

The witness complains that agriculture is not a paying concern—and with all his knowledge as an agricultural diploma-holder and his new experiments, no profit is derived from land. He also mentions the fact that in the course of six years from 1923 to 1929 thousands of suits have been launched in courts. Enormous expenses have been incurred. Some suits are still pending. The ryots are poor to carry on litigation successfully. The witness therefore desires that a village panchayat should be constituted to settle disputes between the estate and the ryots in various centres. Revenue Board or Governor should be its appellate authority.

Witness No. 254, Mr. Udayappa, President, Zamin Ryots' Association, Sivaganga.

Rates of rent.—The witness complains that rates of rent are excessive and some ryots are emigrating to foreign countries.

In Sivaganga Zamin, wet rates range from Rs. 3 to Rs. 24. In the adjacent Government village of Malapatti rates are only from Rs. 4 to Rs. 7½ per acre. In the adjoining zamin villages again rates prevail up to Rs. 20.

In the Kumarali village in Tiruvadani taluk the rate is only Rs. 6 while the zamin rates range from Rs. 14 to Rs. 21. In the Government taluk of Paramakudi the rate is only Rs. 6-12-0 per acre. In the adjoining zamin villages again the rates prevail from Rs. 3 to Rs. 20.

The witness says that in his village one-third of the lands pays an assessment of Rs. 20 per acre. He cannot speak about the zamin as a whole. He cannot say that in the whole zamin there are only 60 acres of land paying an assessment of Rs. 24 per acre. From what people say, however, he could infer there are more lands paying that high rent. His patta No. 210 bears an assessment of Rs. 20. (He filed records regarding Government rate.)

General value of land.—He bought one acre of wet land ten years ago for Rs. 400.

Irrigation works and their maintenance.—The witness files papers to show that urgent petitions were sent to the Diwan and estate officials to effect the repairs to the tanks.

“ Only one or two tanks were repaired in one area.” There are many more to be attended to. The witness complains that repairs are done in an inadequate and indifferent manner. He mentions that in Vesangapalli village, “ Kalungus ” (water sluices) breached five or six years ago. Petitions are sent yearly by the ryots. Repairs are still not effected.

The engineering department is more interested in collecting rents than in attending to irrigation works. To a question by Sri Kumaraswami Raja the witness replied that if the engineering department devotes itself to repairs of irrigation works properly, it would have no time left for other work, like collecting rent.

According to the witness the estimated expenditure for maramat from faslis 1334 to 1337 (four years) is only Rs. 6,96,196. He does not know whether or not the statement of the Diwan that 35 lakhs have been spent for 1919 to 1937 is correct. The witness complains that sluices of Maramattu tank are closed and the tank is leased out for fishing when the crops are still in need of water-supply. This causes great hardship to the ryots. Ill-feeling is engendered and disputes arise.

The witness also states that the ryots are not able to pay kist because of failure of the crops, and that again is due to lack of irrigation facilities.

In some villages the estate charges Rs. 5 for an hour for letting water to fields. The witness does not know that the Diwan is making great endeavours to get the Periyar water to the zamin. He wants that the above benefit should be given to the ryots as early as possible. The water rate should be similar to that of the ayan (water) rate.

Witness No. 255, Sri Chokkalingam Ambalam, Sivaganga.

Rent.—This witness complains against *varisapath system of rent*.—This is a particular form of rent in kind. The witness states that under the system even if the yield is only 5 kalams of paddy, the estate insists upon its due of 10 kalams and 30 measures. Pattas are also granted on such a condition.

If the yield is below 5 kalams a petition has to be lodged and the estate officials calculate the yield and the produce according to “ waram ” system.

Cultivation expenses.—One mattah, that is 1 acre and 75 cents only, gives about 10, 13 or 15 kalams of paddy. The cultivation expenses come to Rs. 55. The margin left for the ryots is very meagre. They could neither pay the kist nor maintain themselves. Failure of seasonal rains has become a chronic thing in the zamin. With all the labour and exertion of the ryot, produce is very poor. The witness therefore pleads that rates prevailing in the Government areas should be adopted. In the case of rent in kind more consideration should be shown to the ryots. The commutation rate as it is cannot be accepted.

Grievances regarding distraint proceedings.—The witness complains that distraint proceedings take place without proper notice. Demand notice is affixed in some unfrequented corner. The notice is very often a little bit of paper thrown carelessly in the threshing floor. The fact that many ryots are illiterate should not be lost sight of. If the ryots reap the crops without knowledge of the notice criminal prosecution stares them in the face.

If the ryot has ten acres of land and has arrears of rent amounting to Rs. 25, five acres of his land are brought to auction and taken for a nominal price of Re. 1. Pattas with regard to such lands are registered in favour of the estate.

Communal lands.—Till fasli 1338, the ryots were in enjoyment of almost all communal lands. Cattle were grazing freely in the forests. Fuel was being taken free of any restriction. The ryots were having brick-kilns in some of the communal lands. They had their houses built on poramboke lands. They were also removing earth for various purposes.

Pattas.—The witness complains that pattas are never transferred. New pattas are not given.

Irrigation works and their maintenance.—After the Court of Ward's time it cannot be said that silt in any tank was removed. To a question by the Zamindar of Mirzapuram, the witness replies that about two or three years ago the estate repaired the breeches in the Ariyur tank, but silt in the tank which has an extent of about two square miles was not cleared.

The ryots have sent petitions to the Diwan about the condition of all tanks. The Diwan visits the village twice every year. The Assistant Diwan comes frequently. They are made acquainted with the ryots' grievances. Speedy redress is promised. But nothing helpful or tangible is done subsequently.

Ambala manyam.—The witness states that in his area “Ambala manyam” was prevailing in certain places. These lands were distinct from natham lands (the site of the dwelling of the villagers as distinct from the lands attached to the village). They may be either punja lands or nanja porambokes. The ryots were in possession and enjoyment of these lands. The estate now demands nazzar for these lands.

The witness mentions that the custom prevailed till recently by virtue of which the ryots were cultivating forest lands, fit for cultivation. The ryots had a right to cultivate such lands. No permission was necessary. The estate can only levy reasonable rent on such lands. This condition is found in the patta. The ryots' enjoyment of such lands cannot be characterized as unauthorized and “nazzar” cannot be defended as a penalty fee.

Apart from the rent payable on these lands a nazzar of Rs. 4-6-0 has to be paid. The combined demand works out to 10 kalams of paddy which is excessive.

The witness showed the relevant records and took it back. A rent of Rs. 1-9-0 for $1\frac{1}{2}$ acres of land is paid and he thereby obtained all rights and interests with regard to the land. Such a custom still exists. In fasli 1328, the Court of Wards demanded a lump sum of Rs. 15 and said that unless it was paid the old rate cannot be accepted. The sum was collected. The ryots filed a suit against it and judgment was given in their favour. The witness filed a copy of the judgment.

Devasthanam villages.—In devasthanam villages “warapath” system of rent prevails. The gross produce is shared equally between the ryots and the zamindar. In some cases cultivation expenses are deducted and what remains afterwards is shared between the zamindar and the ryots.

In this connexion the witness complains that permission to reap the crops depends on the caprice of zamin subordinates. Permission is very often delayed causing much inconvenience and loss to the ryots.

The witness makes another complaint, namely, that the computing of the produce depends very much on the goodwill and favour of the zamin official. If he is pleased, he can put down the produce as “Pulli,” that is, below a yield of five kalams of paddy. If he is so minded he can find it as “Madangal,” that is, above a yield of five kalams of paddy. This leads to corruption and illegal exactions.

Customary cesses.—Maniba swathantram is collected and paid to those to whom it is due. “Kulavettu” is collected but tanks are not looked after. The witness does not know whether the estate pays swathantram properly or not.

Rent paid.—The witness owns 100 acres of dry land and 150 acres of wet lands. For $1\frac{1}{2}$ acres of wet land he pays (rent in kind) 10 kalams, 32 ollocks and $\frac{1}{32}$ measure of paddy. An acre of land does not yield more than 12 kalams of paddy. Twenty-five years ago 1 acre and 75 cents of land yielded 30 kalams.

Remission.—Remission is never given. In some cases remission is given for arrears of rent. He was given a remission of about Rs. 600. It is not true that for arrears of rent amounting to Rs. 5,000 half of it was given as remission to him. It may be so, according to their accounts. But the witness says that he can show receipt to the effect that deducting Rs. 540 due to him as remission he had paid the whole arrears.

Witness No. 256, Mr. R. V. Swaminathan of Paganeri.

Rates of rent.—The witness states that rent is excessive in the village of Malampatti in the zamin. Formerly rent varied from Rs. 6 to Rs. 8. Later the price of paddy rose and a new rate was fixed on the basis of the prices then ruling. Subsequently there was a phenomenal fall in prices. But the rate fixed at the time of high prices still continues. People therefore are unable to pay the kist.

Arrears of rent.—According to the witness arrears of rent amount to 50 lakhs.

Distraint proceedings.—Standing crops are attached which is improper and causes great loss. It should be provided that crops should not be attached. Cattle should not be distrained. Ornaments worn by women and children should not be distrained according to the demand notice itself. But this condition is not observed. The witness mentions a hard case where the ear-rings of a defaulter were seized. The witness complains that distraint proceedings take place without proper notice and in the absence of the tenant.

Forest.—All wood in the forest is given on contract. The ryots are not able to remove even manurial leaves. There was plenty of dry land available before and the ryots used to raise grass and kollu for cattle. All these facilities are now lost. At the time of settlement, the zamindar took them away as his own, though we were enjoying them before.

Survey.—Survey was done by the Court of Wards and not by the Government.

Suggestions.—If the grievances of ryots are to be remedied the zamindari system should be abolished. The whole thing should be taken by the Government. If that is not found feasible, agents should be appointed to protect the interests of the ryots. They should be non-officials. The appointment may be honorary or some remuneration can be paid or suitable arrangements can be made.

Inams.—The witness complains that inamdars treat the tenants as their cattle. On occasions of marriage or death the inamdar compels the tenants to work in his house. Such a thing should not be allowed to go on.

Continuing he pleaded that inam villages also should be brought under the Act as their position is worse than other villages in the zamin.

Witness No. 258, Mr. Sheik Ismail Ambalam of Manamadura.

The witness seems to be Methuselah come to life. He says he was born on 19th December 1823. The witness was arrested on warrant for arrears of rent about five or six years' ago. The court however sent him away.

He has still Rs. 60 or Rs. 70 to pay by way of arrears. He wants justice to be done.

Classifications of lands and rates of assessment in the Sivaganga zamindari.—The Madura Country Manual gives the following particulars regarding the classifications of lands and rates of assessment thereon, which were traditionally prevailing in the zamindari. As mentioned in the Diwan's memorandum there have been changes with regard to some of them; but the following account will give a fair idea of the revenue history of the zamindari:—

“ The cultivated land of the Sivaganga Zamindari appear to be divided for revenue purposes into—

- | | |
|------------------------|-------------------------------|
| (1) Nanjai. | (6) Nanja vanpayer. |
| (2) Kulam-korvai. | (7) Varapat tidakkal punjai. |
| (3) Varisaipat nanjai. | (8) Tirvapat tidakkal punjai. |
| (4) Nanjataram punjai. | (9) Punja vanpayer. |
| (5) Tirvapat nanjai. | |

Nanjai.—Ordinary lands of this description are taken in the following manner:—
The crop is divided equally between the zamindar and the ryot after 10 per cent has been set aside, for swatantrams, etc.

Kulam-korvai lands are such as are comprised within the water-spread of the tank and cultivated for rice crops. The cultivators of them pay in some villages a waram or share of one-third and in others of one-half of the gross produce. Nothing is said with regard to swatantrams. Perhaps it may be assumed that where the tax amounts to half the produce no swatantrams are allowed for on the ground that the lands are exceptionally fertile and that where it amounts to only one-third, the non-provision for swatantrams is compensated for by allowing the ryot an unusually large proportion of the produce.

Varisaipat nanjai pays a fixed tax in kind in good and bad seasons alike. Lands following under this head are divided into two classes; and the varisai or customary assessment is in the case of better sort 11 kalams 3 marakkals on each chey; in the case of the less valuable sort 10 kalams 8 marakkals. The Sivaganga kalam consists of 12 marakkals of a $4\frac{1}{2}$ Madras measures each and the Sivaganga chey contains 4,480 square yards or 256 kulis of $17\frac{1}{2}$ square yards each.

Nanjai taram punja land.—This land was naturally capable of producing paddy and other crops which require constant irrigation but was so ill-supplied with water that it would not pay a man to raise such crops on it. Land so denominated pay a waram of one-third; no allowance apparently being made for common expenses.

Tirupat nanjai pays tax in money at the following rates:—

The first sort pays Rs. 12-8-0 per chey.

The second sort pays Rs. 9-13-0 per chey.

Nanjai vanpayer is of three kinds and taxed accordingly. The first kind is cultivated with betel-vine and pays a tax which varies from Rs. 62 to Rs. 163 $\frac{1}{2}$.

The second kind is cultivated with plantations, sugarcane, karunei, turmeric, etc., and is assessed with rates varying from Rs. 2 $\frac{1}{2}$ to Rs. 6 $\frac{1}{2}$.

Varapat tidakkal punjai appear to be ordinary high unirrigated lands cultivated with the usual dry grains. It is assessed with the tax of varam of one-third of the produce taken, after the common expenses have been allowed for.

Tiruvapath tidakkal punjai pays a tirvai instead of a varam from Re. 1-4-0 to Rs. 5 per kurukkam, measuring 24 bagams or 156 square feet.

Punja vanpayer lands are punjai lands cultivated with garden produce such as brinjals, chillies, tobacco, sweet-potatoes, onions, greens, turmeric, karunei, pavalkai, plantains, etc., and is assessed with rates varying from 1 to 10 pice per kuli which is a square of either $17\frac{1}{4}$, $12\frac{1}{2}$, $8\frac{3}{8}$, or $6\frac{1}{2}$ yards according to the customs of different villages."

Evidence regarding existing rates of rent, old rates of rent, customary levies, irrigation facilities given by the estate, tank-beds, the extent of land under cultivation, the extent of inams, forests, pannai lands, survey, rainfall, villages, drinking water in villages, the extent of nanja and punja lands, cowle lands, assessment, commutation of rent, rates in Government villages, reduction of rent, forest and grazing facilities, collection work, arrears, coercive processes for recovery of rent, customary cesses, kulavettu, the indebtedness of the ryot, economic holding, emigration, the system of assessment, cultivation expenses, settlement and classification of land, grievances regarding distraint proceedings, pattas, devasthanam villages, are all taken into account.

Next we shall proceed to Kannivadi estate.

KANNIVADI ESTATE.

We, now, propose to examine the evidence recorded in each estate.

For the sake of convenience and grouping together similar estates, we shall adopt Dr. Maclean's classification of these zamindaris. According to him, there are three kinds: first, zamindaris whose tenures were settled permanently before 1802. Even during this period, there was exchange of sanads and kabuliats, under which the proprietorship was transferred by the Government to the zamindars, subject to a payment of a fixed and unalterable revenue.

The fixity of revenue did not apply to water-cesses and local cesses. There was a further obligation cast on the zamindars under the Sannadi-Milkiat-Isthimirar, that he should fix his tenure with his tenants by exchange of pattas and muchilikas. There was a condition in the sanad, that the estate should be indivisible and descendable according to the law of primogeniture.

Class 2.—Zamindaris or poliams or other similar estates confirmed or created under the Regulation of 1802. In this class, there was neither the rule of primogeniture nor indivisibility.

Class 3.—Unsettled poliams in which there was an arrangement, settled between the landholders and the Government; but there was no exchange of sanad. Still the same security and fixity of revenue were extended to them as well.

It should be remembered that, notwithstanding, the exchange of the sanads and kabuliats in class II, the tenures were not free holds. The origin of the zamindaris in the Madras Presidency was just the same as it was in Bengal. Some of the Rajas and Chiefs of the Hindu period were admitted into the Muslim administration as zamindars.

We propose to deal with the estates that have been represented before our Committee either by presenting written memoranda or by giving evidence or doing both. We shall first deal with the poliams. Most of the poliams are in the south of Madras. There are a few in other districts, and their names are as follows:—

Poliams of the south—

Kannivadi.
Bodinayakanur.
Idayakottai.
Pavali.
Thevaram.
Ayakkudi.
Elumalai.
Ammayyanayakanur.

Poliams of the south—cont.

Errasakkanayakanur.
Etayapuram.
Saptur.
Sivagiri, etc.

Poliams in other districts—

Venkatagiri.
Kalahasti.

Before dealing with each one of these poliams, we shall first give the history of the poliam, both ancient and modern, with a view to show, who the owner of the soil is, and who the melvaramdar is, and what the meaning of the words "proprietary right to the soil" is, with regard to these poliams.

Early history.—About the close of the Vithala Raja's administration, the Chola ruler invaded the Madura country and drove away the Pandya King. The Pandya King sought the help of Vizianagram, who sent an army under the Commandership of Nagama Nayakan. The Chola King was defeated by that Nagama Nayakan; but Nagama Nayakan played false to the Pandya King by refusing to restore the kingdom to him and assuming to reign himself.

The Emperor of Vizianagram was very much annoyed at the treachery of Nagama Nayakan and wanted his head. Nagama Nayakan's own son Viswanatha volunteered to do that.

Viswanatha invaded Madura, defeated his father and put him in prison; but, ultimately, he saved his father's life by getting the pardon for him.

Viswanatha pretended to have obeyed the commands of Vizianagram for some time, by placing the Pandya King on the throne as a *dummy* king. But later he changed his mind and began to rule the country himself. This was in or about 1559.

This new regime, somehow, either by accident or design became hereditary and later, the kingdom became a hereditary monarchy. Nayakans never ruled as kings but were working as lieutenants of Vizianagram, even after they became independent.

By discontinuing the payment of tribute to that power Pandyas disappeared from the scene altogether.

Viswanatha was the first of the Nayakan dynasty which ruled from 1559–1736. Viswanatha pulled down the old ramparts and built in their place a big fortress defended by 72 bastions. He diverted water through channels from the upper reaches of vaigai and built Peranai, Chittanai anicuts, so as to spread the water all around and found new villages in the area commanded by that waterspread.

This Viswanatha was ably assisted by Arya Natha, a man of peasant Vellala family, who had attained a high place in Vizianagram court by his own ability.

This Arya Natha Mudaliyar, who was also known as Arya Natha and who became the Prime Minister of Viswanatha ultimately, is said to have been the founder of the Poligar system.

Poligar system.—Under this system, the Madura country was divided amongst 72 chieftains, some of whom were local men, while others were the Telugu leaders of the detachment which had accompanied Viswanatha from Vizianagram. Each one of the chieftains was placed in charge of one of the 72 bastions of the new Madura fortress. They were made responsible for the management of their estates subject to payment of a fixed tribute to the Nayakan dynasty, keeping always a quota of troops ready for immediate action.

According to family traditions, these poligars developed the country in those days by founding new villages, building dams, constructing tanks, and erecting temples. Most of the people carried the title of Nayakans with their names; and it is from this, that the termination of many places in the Madura district has been Bodinayakanur, Ammayanayakanur, Errasakkanayakanur, and Kandmanayakanur, etc.

They carried with them from Vizianagram their deities of Deccan also and it is for this reason that we find in Madura many shrines of Ahobilam and other deities, who were not known to the Tamil country.

Arya Natha still is looked upon as a great patron saint by the successors of these Poligars. The thousand pillared mantapam of the Madura temple is reputed to have been built by this Arya Natha. He died in 1600 A.D.

Viswanatha later conquered the "Five Pandyas" and established his reign, in Trichinopoly and Tinnevely also. He is believed to have improved the fortifications of Srirangam and Trichinopoly and freed the banks of Cauvery from robbers. Viswanatha died in 1563. He was succeeded by his son Kumara Krishnappa who ruled for ten years from 1563–73. Kumara Krishnappa was succeeded by his two sons who ruled till 1602. They were followed by Muthu Krishnappa who was the ruler from 1602–09.

Muthu Krishnappa is credited with the foundation of the dynasty of Sethupatis of Ramnad, the ancestors of the present Raja of that place, who were given considerable slices of territory in the Marava country on condition that they suppressed crimes and protected the pilgrims journeying to Rameswaram, "through that wild and inhospitable region" (see Nelsons' Book P.T. 3, pages 109–114, etc.).

Vizianagram fell in 1565. Muthu Veerappa was succeeded by Tirumal Naickan who ruled for thirty years. The influence upon the south by the sway of Vizianagram was dissolved by the downfall of that power and the Pandya country was torn by mutual quarrels of feudatory governors (Nayakans) of Madura, Tanjore, Ginjee, and Mysore.

The Muhammadan kings defeated Vizianagram at Kallikota and came to the south; taking advantage of the trouble, the Sethupatis of Kamnad disobeyed the rulers of Madura and finally assumed independence. This last danger was not experienced by Tirumala Nayak himself but it was left to his successors.

The first act of Tirumala Nayak was marked by the withholding of the tribute to the king of Vizianagram. Tirumala Nayak strengthened his fortifications at Trichinopoly and was prepared for an encounter with Vizianagram. In 1638, the King Ranga of Vizianagram who succeeded to the throne of Chandragiri led an army on Tirumala Nayak on the south. Tirumala Nayak got the support of Vizianagram, Tanjore, Ginjee. In the South Arcot, Ranga was left alone with Mysore to support him.

Tanjore betrayed Tirumala ultimately who in despair induced the Muhammadan Sultan of Golconda, one of the confederacies who returned victorious at Kallikot in 1665, to invade the Kingdom of Vizianagram from the north. Ranga was defeated by Golconda. The Sultan of Golconda consolidated his conquests in the north of Vizianagram country for sometime and about 1644 came to the south to conquer the rebels of Tanjore and Ginjee. Tanjore surrendered. Ultimately Ginjee also surrendered to the troops of the Muhammadans who triumphantly occupied Tanjore, and Madura, Tirumala having surrendered himself. Thus after an interval of nearly 300 years, the Muhammadans once more became supreme in the district.

Now coming to the question of individual poliams, let us take up "Kannivadi" first.

"Kannivadi lies ten miles nearly due west of Dindigul close under the Palni hills. It is the chief place in the zamindari of the same name, which is the largest in the district, pays more than twice as much peshkash as any other, and includes the whole of the eastern end of the lower Palnis. The survey account of 1816 says that in those days traces of old buildings and extensive fortifications showed that the village originally stood in the narrow valley about a mile to the west, then entirely deserted except by wild elephants, and that in Pannaimalaiyur, on the hills above it and approached by a difficult and fortified path, were the remains of buildings to which the zamindars used to flee when hurried by the Mysoreans.

The village is not interesting; but the estate has a long history. Until it was bought in a court sale in 1900 by the Commercial Bank of India, it was owned by a family of Tottayan Poligars whose traditions go back to five centuries. Like other chiefs of his caste, say, these chronicles, the original ancestor of the family (with his two brothers, the first Poligars of Virupakshi and Idaiyanakottai) fled in the fifteenth century from the northern Deccan because the Mussalman, there coveted his women-kind; was saved from pursuit by two accommodating 'Pongu' trees on either side of an unfordable stream which bowed their heads together to make a bridge for him but stood erect again as soon as he passed; and settled in this district. A descendant of his, Ayyappa Nayakan won the good grace of Viswanatha of Vizianagram and was granted this estate on the usual terms, cleared it of jungle and marauding Vedans and Kallans, and eventually was entrusted with the defence of one of the 72 bastions of the new Madura fort. A later scion of the line, Chinna Kattira Nayakan, founded Kannivadi.

One night (goes the story, which is still very popular) he saw the God of Madura temple and his wife strolling in the woods. She lingered behind, and he called out to her 'Kanni Vadi' (meaning 'come along girl') and she replied 'Nallam Pillai' or ('all right, dear'). The Poligar accordingly founded Kannivadi and Nallampillai village in commemoration of this unique experience. Another chief of the poliam was made the head of the eighteen Poligars of Dindigul who figure so frequently in the old tales as the defenders of this part of the country against intrusions from Mysore, and he and his descendants accompanied the Nayakan rulers of Madura on many of their military expeditions.

After the decline and fall of the Nayakans, the Kannivadi Poligar, like most of his fellows, aimed at semi-independence. In 1755, Haidar Ali marched to bring them to order, but it was two months before he had cleared the jungles and obstacles which surrounded the Kannivadi stronghold. At the end of that time, the Poligar promised to pay three lakhs of Chakrams, and produced 70,000 of them on the spot. He was, however, eventually unable to find the remainder and Haidar sequestered his estate and sent him under arrest to Bangalore. The property was given back by the English in 1783, resumed again for arrears by Tippu in 1768, and once again restored by the Company in 1790, when it formed on the 26 poliyams at that time comprised in the Dindigul country. The Poligar appears to have misbehaved soon after, for he died

in confinement in 1793. The chief of Virupakshi claimed this estate, but by 1795 the property was back in the hands of the original family and was described as 'a very fine little district in capital order.'

The later history of the estate is equally chequered. It was under attachment for arrears of rent in 1818 and was restored to its owner in 1842. The rulers borrowed heavily and it went under the management of the commercial bank of India. The Bank yielded place to the Midnapore Zamindari Company. It was only in 1920, that the father of the present Zamindar of Kannivadi got into possession through purchase and sanad was granted in 1905 for the Estate."

Palaiyams at the time of the Permanent Settlement.—In 1802, Mr. Hardis, Collector of the Madura district, carried on the survey and settlement of that district and settled the same permanently in 1802-03. At the same time, the Permanent Settlement of the circars was going on. The Permanent Settlement of Mr. Hardis in the Madura district in 1802-03 was not a success; inasmuch as the basis of his calculations was wrong and the rates of rent fixed by him were very high. The result was that in a couple of years a grave crisis developed.

The conditions demanded a special investigation. Mr. Hodgson, a Member of the Board of Revenue was requested to enquire and report upon the sudden collapse of the district. The extract given below is from his report published by Mr. J. L. Nelson, I.C.S., in the Madura Manual at pages 56, 57 and 58.

The note gives a short history of the nature of poliams, of the rights vested in the Poligars and the conditions prevailing when the rights were vested in them. It gives an idea of the prevailing village system. According to Mr. Hodgson's Analysis, the Poligars were only the assignees of land revenue and the cultivators were the owners of the soil.

Poliams.—The whole land of a province in India, whether cultivated, arable, waste, jungle, or hills have been from time immemorial apportioned to a particular village, so that all the lands are within the known boundaries of some village. The total area of all the villages of a province, forms the whole landed surface of a particular province.

The villages of Dindigul are distinguished by the terms, sircar village and "Polipat," the former denoting that no other intermediate agency existed for the receipt of the sircar's share of produce or revenue than the immediate officers of the sircar; the latter denoting an alienation of the revenue of the entire villages and the transfer of their revenue jurisdiction to individuals styled "*Poligars*" either for feudatory or kavel service on a tribute called peshkash this being less than the Sircar's share of produce in proportion to the service rendered by the feudatory Poligar or Kavelgar.

Independent of the poliams, the Poligars frequently held "*Kavelly Maniams*" in the Sircar villages. The Poligars had at the time of the transfer of the village no property or occupancy in the land, and seldom assumed any. The worst cultivated villages and the most jungly or frontier situations were frequently assigned to a Poligar for *Kavelly service*. They had sometimes a Kumattam of their own either to increase their resources or for the purpose of rearing a superior kind of grain for domestic use. They sometimes had the power to compel the inhabitants of the Sircar villages to cultivate their maniams in preference to the Sircar lands. This happened when the Government was weak, and the Poligars strong. The peons they had under their tenure were to maintain either for external war or internal police. Had land assigned to them for a proportion of their pay—and assignment of land when the desolate state of most of the poliams, is considered, the Poligar could easily make without ejectment of the original cultivators. If ejectment by force was ever practised, it was always considered as an act of injustice.

"It follows, then, therefore, that the transfer of villages to form a poliam was no more than the assignment of a certain portion of the Government revenue of those villages, to an individual for a particular purpose in preference to giving monthly pay. The practice of assigning the revenue of land for the payment of service was universal in India. It was practised as well for the maintenance of fighting men—for the endowment of religious establishments, for the provisions of the expense of the kitchen as for the payment of the betel-bag carrier, as well in reward for civil or military service as for the support of the concubines."

Village system.—In the villages of Dindigul, the same internal policy is found as in other provinces; a certain portion of the inhabitants holding the title of Natamgars (Village Elders) or Mahajanams are in the enjoyment of a certain portion of the land rent free and are the hereditary occupiers of the remainder, etc.

No better evidence can be adduced by any living witness to prove the status and the right of the Poligars. There are about 11 poliams, which we shall be examining for ascertaining the rates of rent that should be enforced against the cultivators by Poligars, whose estates have been permanently settled and for which sanads or title-deeds had been granted.

The poliams that will be examined by us are the following :—

Kannivadi.	Ayyakkudi.
Bodinayakanur.	Elumalai.
Idayakkottai.	Ammayyanayakanur.
Pavali.	Errasakkanayakanur, etc.
Thevaram.	

Of these poliams, we take first Kannivadi estate which is a permanently settled estate to-day, but was an unsettled poliam till 1905, in which year a Sannadi-Milkiat-Isthimrar was given after the estate was permanently settled. Dindigul was the headquarters of the revenue taluk in which Kannivadi is situated.

This estate originally consisted of 25 villages as shown in the sanad of 1905. In the grouping of the villages under the provisions of Act 2 of 1894, the village units had been so altered as to increase the number of villages to 30. The history of the estate is dealt with at the beginning of the chapter. Permanent settlement was effected in 1802. But the permanent settlement effected by the then Collector, Mr. Hardis, as was noted above, was not a success, and no sanad was granted to the zamindar then. The chief reason seems to be that the rates fixed by Mr. Hardis were oppressively high and peshkash due to the Government was constantly in arrears. As a result the estate was attached for arrears of rent in 1818. Mr. Ross Peters, who was the then Collector, introduced the new rates which were known as *Munasib rates* (low rates). The rates fixed by Hardis in 1802 were known as *Holusu rates* (high rates). From 1818 till 1908, i.e., for a period of ninety years, Peters' *Munasib rates* had been paid by the cultivators to the proprietors. This is practically admitted by the zamindar himself in his reply memorandum to the second questionnaire.

This long period of ninety years may be divided into two periods for our consideration; the first from 1818 to 1864; and the second period from 1865 to 1908. Only two witnesses were examined on behalf of the ryots, Mr. Sambasiva Ayyar (witness No. 219) and Mr. Sundara Pandya Nadar (witness No. 218). On behalf of the zamindar his Diwan Mr. N. Ramaswami Ayyar (witness No. 226) was examined.

Before dealing with their evidences, we might consider the position of the rates of rent in the first period and the second. Between 1818–1864 in the patta granted by the zamindar to the cultivators both the rates were mentioned—the *Holusu rate* and the *Munasib rate*. Although both the rates were mentioned, only the *Munasib rate* was collected during the period. Mr. Justice Ramesam said in his judgment, dated 6th January 1928, and it is also admitted by the zamindar himself that, though the *Holusu rate* was mentioned along with the *Munasib rate* in the pattas, the *Munasib rate* alone was collected as an extension of his generosity.

The reason for including both the rates in pattas, as given by the zamindar is, that it was intended to collect the high rates whenever the crop was good, and low rates whenever the crop was not good. But he modified this statement by saying that though both the rates were mentioned, it was only the lower rate that was collected as a matter of concession.

During the second period (1864–1908) the *Holusu rates* were claimed by the zamindar, and through the courts in some cases; and the cultivators resisted the same, by saying that the levy of the higher rate was neither legal nor just. But in these cases the courts held that the cultivators should pay the higher rates only, the lower rates being concession rates. That is what is stated by Mr. Justice Ramesam in the case referred to above. But the zamindar, in his written memorandum admitted that, although the higher rates were the lawful rates to which he was entitled, as a matter of generosity, the lower rates only were collected by him all through this period from 1818 to 1908.

In spite of the decisions of the local authorities cited, Mr. Justice Ramesam wrote in his judgment as follows :—

“ Though they (*Holusu rates*) were legally the payable rates, as a matter of practical politics, they were not the rates collected from the tenants.”

Thus, it is clear, both according to Mr. Justice Ramesam's findings and the zamindar's own admission, the *Munasib rates* alone have been collected from the cultivators even between 1864 and 1908.

Having cleared the confusion created so far on account of the mention of the two rates simultaneously in the pattas as well as in law reports, we can consider the important questions on the footing that the prevailing rates were the Munasib rates from the year 1818–1905, and even after that till 1909 when the Manoraji rates were introduced.

Manoraji rates.—In 1909 Manoraji rates were brought into force. By Manoraji rates is meant the rates agreed upon between the zamindar and the cultivator. These Manoraji rates were not accepted by the ryots as valid and binding. Disputes arose and suits were filed before the Collector for the enforcement of the same. The ryots contended that they were not the rates voluntarily agreed upon and that they should not be enforced. The Collector decided in favour of the Manoraji rates. The District Judge upheld the same. The matter went up to the High Court. There also Mr. Justice Ramesam confirmed the lower court's decision.

The decision of the learned Judge was based on the construction of the section 28 of the Estates Land Act which runs as follows:—

“In all proceedings under this Act, the rent or the rate of rent for the time being, lawfully payable by the ryots, shall be presumed to be fair and equitable until the contrary is proved.”

Under this section, the Manoraji rate that prevailed until the date of dispute was presumed to be fair and equitable. And the learned Judge refused to go into the questions raised under section 25 of the Act to ascertain on evidence what the fair and equitable rent was. When the ryots contended that the Manoraji rate was not the rate agreed upon voluntarily and therefore not binding; and in the alternative contended, that even it was voluntary, Manoraji agreement was not binding upon them, because the enhancement made under that contract over and above the Munasib rate was not legal and valid, the learned Judge ought to have gone into those questions before arriving at a decision.

If on an examination of the evidence it was found that the Manoraji agreement was not voluntary, the enhancement covered by it falls to the ground. Even if it was found that the rate was agreed upon by both the parties, the enhancement under the Manoraji rate was not warranted by the Estates Land Act of 1908 and did not come under any of the provisions of the Act under which the enhancement of rents could be effected. The learned Judge was wrong in having refused to go into this question and to have disposed of the case on the presumption raised under section 28 of the Estates Land Act.

In the first place the rule laid down in section 28 was wrong. No such section ought to have been enacted in the statute when the rent was fixed permanently at the time of the permanent settlement in 1802. Secondly no such presumption could arise, when the question was whether the enhancement under the cover of the Manoraji agreement over the prevailing Munasib rate was valid and binding. Rules were laid down rightly or wrongly under the Estates Land Act for enhancing rates of rent and have to be followed as long as the Act exists. Thirdly under sections 30–35 of the Estates Land Act, it is specifically laid down that the enhancements of rents could be made only on the ground mentioned therein, namely, (1) rise in prices, (2) improvements made by the landholder, (3) improvements made by the Government, (4) improvement caused by the fluvial action.

Even if these rules were considered applicable, enhancement must come under one or the other of the four clauses. The enhancement made under the Manoraji agreement does not admittedly come under any one of these four clauses.

Section 135 of the Estates Land Act lays down these stipulations and reservations for payment of any additional assessment shall be void. Therefore the enhancement of the rate agreed upon under the Manoraji agreement, even if it were a voluntary one, was void, because the enhanced portion was an addition to the Munasib rate which the cultivators had been paying for nearly a century and hence is not enforceable.

Apart from these contentions, the question of enhancement of rent does not arise at all in cases covered by permanent settlement. The permanent settlement and occupancy rights exclude the idea of enhancing rate even under a contract. It was to uphold that principle, that rule 135 was enacted. The rules laid in sections 30–35 entitling the landholder to enhance do not apply to occupancy rights conferred by the permanent settlement.

These four clauses that provide for the enhancement were intended to apply only to old wastes as defined in the Estates Land Act of 1908. The old waste consisted of three groups of lands, to which the landholder became entitled in his own right akin to his private lands. As the owner of the old waste or the private land only with which he could deal as his own property, he was entitled to raise rents whenever he considered necessary. To save the landholder's right to enhance rents on old waste, the four rules embodied in sections 30–35 were enacted. They would not help the landholder in regard to raising the rates of rent against the occupancy ryots, whose rents had been permanently fixed at the

permanent settlement and all the points have been discussed at length in the proper place, and we have conclusively shown that the Manoraji rates were not valid and binding upon the cultivators.

As regards wet rates, the Diwan Mr. Ramaswami Ayyar says, that they are lower than the rates of the neighbouring Government lands. He admits that the dry rates are higher than Government rates. He assumed management as Diwan in 1934, and shortly thereafter he found that the rates of rent in Chatrapatti village were fabulously high. Rents were in heavy arrears. Decrees were obtained and the property brought to sale. There were no bidders and the zamindar himself was obliged to purchase the lands for a nominal price. The Diwan added in this connexion that although the zamindar purchased these lands for a nominal price he was willing to treat them as ryoti lands, to be given to whomsoever that was willing to take them up. The zamindar had no idea of converting them into private lands. The zamindar had no option under law. Ryoti land continued to be ryoti even if it is purchased by the zamindar! To the question of Mr. Sambasiva Ayyar (ryots' witness No. 219) why the rates in other villages also were not reduced, the Diwan replied that the rents were not so high in other villages.

We do not know how different rates could have been applied to different villages, when according to the zamindar and his Diwan, Manoraji rates had been applied for a very long time in the whole estate. Mr. Ramesam's judgment, in which Manoraji rates were upheld is dated 6th January 1931. When Manoraji rates were reduced from 24 panams to 9½ panams in Chatrapatti village, the same reduction should have been applied to all the Manoraji rates of the rest of the estate.

Up to this point a clear survey of what all happened to the rates levied for over a century has been detailed. Before we finally make our recommendation about the peculiar rates in this zamindari, we shall discuss about certain subsidiary grievances mentioned by the ryots as regards irrigation sources, their upkeep, water-rates, forests, etc., all of which clubbed together with the main narrative, created an income to the zamindar of over Rs. 1,86,000.

The causes for this abnormal increase in income have been attributed by the zamindar to gradual extension of cultivation in the estate and the discovery of excess areas of land in pattas, consequent upon survey. The ryots attribute the increase to the reasons noted and discussed below :—

- (1) Enhanced rates were charged when ryots cultivated dry lands as garden lands, by wells sunk at their own expense.

The Diwan denies that any such enhancement was made, whatever may have happened in the past, his statement before us can be accepted as satisfactory because it can be deemed to be an assurance that there will be no enhanced rates charged on such lands in future at least.

- (2) The ryots say that enhanced rate was charged when dry lands were cultivated as wet, with water taken from their own private tanks, constructed at their own cost.

With regard to this the Diwan was good enough to admit that there were such cases ; but he said that, that was the result of an agreement between the zamindar and the tenants. When he was questioned whether there was any such agreement in writing, he admitted that no such document could be traced in the records and if anything could be found, he would produce it. None has been sent to us until now. We may therefore take it that there was no such agreement. In the alternative let us consider whether any such agreement, even if it is produced to-day, is valid and binding. Such enhancement has not been provided for in the Estates Land Act. It does not come under any one of the four clauses laid down for enhancement in sections 30–35 of the Act. On the other hand, enhancement of rates on such a ground is opposed to the fundamental principle of the permanent settlement and occupancy right. Therefore, all enhancements made on that account cannot hold good.

- (3) It is alleged on behalf of the ryots that wet rates were collected on lands which had become unfit for wet cultivation on account of disrepairs. In other words, enhancement consisted in charging higher wet rate when dry crops only could be raised on particular lands.

This cannot be valid and binding upon the cultivators so long as it is an acknowledged principle that it was the duty of the landholder to keep the irrigation sources in repairs and he fails to do it.

In the written reply the zamindar admitted his responsibility to keep the tanks in good condition, and pleaded that he did not carry out his part of the business because, under an arrangement with the cultivators he had transferred the

responsibility to keep the tanks in repairs, to them on condition that they were given some special concessions with regard to right of pasturage, right to cut trees, right to catch fish in the tanks, etc., and it was the ryots that committed a breach of faith by not keeping the tanks in good repairs and not the zamindar. But in the oral evidence, the Diwan says that the tanks were the property of the tenants themselves and to repair them no representations or complaints had been ever made to him. The Diwan was good enough to admit, that even if the tanks had belonged to the cultivators he would certainly have attended to the repairs if only representations had been made to him. The cultivators on the other hand, have been contending that the rights to the tanks vested in them along with the rest of the soil, but the liability to keep the tanks in repairs attached itself to the landholder as a duty to keep the "National system of irrigation" of each village in good repairs, in consideration of the land revenue taken from the cultivators.

This matter is discussed in detail under the head "*Irrigation Sources and Repairs.*" In this particular case it is practically admitted that the tanks had not been in good condition and that they would have been attended to if only proper representations had been made. When the responsibility is admitted and the default also is proved, it is clear that the landholder was not justified in levying higher water-rates on lands cultivated dry, with the help of rain water.

- (4) Next it is alleged on behalf of the ryots that half the wet rate in excess of the wet rate payable ordinarily, that is one and a half times the wet rate had been collected on crops like cotton, sugarcane, plantain and betel, raised in wet lands.

In reply to this the Diwan admitted that one and a half wet rate was levied on sugarcane, plantain and betel because they were dufassal crops. And for that reason fasljasti was charged, as in Government lands. He added that the right of the zamindar to levy second-crop charges was upheld by Justice Ramesam in Second Appeal Nos. 508 and 509 of 1928 and by Justice Sadasiva Ayyar in 40, Madras Law Journal, page 213.

Under the permanent settlement, it is the land that should be taxed and not the crops. It is on that basis that the yield of the land under cultivation at the time of the permanent settlement was fixed in perpetuity as was already shown. Similarly, on the waste land that was brought under cultivation consequently, the rate was fixed so as not to go beyond the limit fixed at the time of the permanent settlement on similar lands.

Therefore, it is plain that the landholder is not entitled to levy one and a half times the wet rate on cotton, sugarcane, plantain or betel. When once the rate was permanently fixed it was open to the cultivator to grow what crops he liked and make what profit he could.

- (5) Next it is complained by the ryots that a tree-tax was levied on trees of natural growth and also on trees planted after 1st July 1908, and that it was collected at the rate of 3 annas per tree, in addition to the dry rate for the tope, particularly in case of coconut garden. It is complained that a tax was levied on tamarind trees, planted after 1908, and also on trees dead and not existing.

The Diwan's reply to this charge is as follows :—

- (1) No tax was levied on trees on patta lands, planted after the Estates Land Act came into force.
- (2) As to trees standing on porambokes, the tenants should pay the tax when they enjoy the usufruct because they have no claim to porambokes.
- (3) With regard to the levying of tax on dead trees he says that it was the duty of the cultivator to bring it to the notice of the zamindar and get such trees eliminated from the records. He adds, that the cultivators deliberately omit to do it because they are entitled only to the usufruct and not to the corpus; and they quietly use the dead tree itself for fuel and other purposes, without the knowledge of the landholder.

There is not much difference between the two contending parties on this question. On behalf of the landholders the Diwan admits that he was not entitled to levy any tax on trees grown on patta lands, after 1908, or on dead trees. This is also an assurance that no such demand will be made in future, so far as the patta lands are concerned. As regards the trees on porambokes the zamindar claims a right to levy a tax when the cultivator enjoys the fruits. The reason given for this is that the porambokes belong to the zamindar. We

have discussed his question under the chapter headed “*Forest Rights and Natural Facilities.*” Porambokes are not the exclusive property of the zamindar. The right to the soil of the porambokes always vested in the cultivator and he and his ancestors enjoyed the forest produce without paying any fee. The zamindar is entitled to co-extensive rights with the cultivators, if he owns any property of his own in the village, in addition to the melvaram right he enjoys as a proprietor. The fruit of the trees in the village porambokes belongs to the people of the village and it must ensure for the benefit of the village community as a whole and not to the benefit of any single individual. In this case, the zamindar is not entitled to levy any charge on such trees in porambokes.

- (6) Another tax called ‘grass-tax’ on porambokes, tank-beds and bunds, is being illegally levied, and the cultivators contend that they were not mentioned as a source of revenue in 1802, when they were entitled to take it free of any tax.

The reply of the Diwan to this is that there is nothing like grass-tax levied by the zamindar as a rule. Free grazing is permitted in hills, tank-beds and porambokes and certain restrictions have been placed only in respect of tanks, as indiscriminate grazing on tank-beds resulted in the damage to the beds and bunds. The revenue derived is negligible and could be foregone by the zamindar.

(Tank-beds, bunds and porambokes were excluded at the time of the permanent settlement from account. They remained the common property of the villages.)

The right to control has been reserved to the Government itself. The zamindar is not entitled to levy any tax as grass-tax. While the Diwan denies the levy of grass-tax as such, there is evidence on record to show that the zamindar issued patta No. 545 in the Thethupatti village for grass-tax on 11th June 1934. This is deposed to by the ryots’ witness No. 219, Mr. Sambasiva Rao. We may therefore take it that there was a practice of levying grass-tax and issuing pattas for grass-tax alone. The issuing of special pattas for grass-tax is not proper. It must be declared as illegal and unjust.

In the evidence of Mr. Soundara Pandya Nadar it was stated that rents were enhanced, and in support of that exhibits Nos. 1-4 were filed.

It is stated in Exhibit No. 3, trees for one kuli (60 cents) rent was charged in 1827 at 20 panams (one panam being equal to 3 annas 4 pies). It is stated that in 1916, that is 89 years later the rent was found to be 25 panams.

Similarly, in Exhibit No. 4, in 1827, one kuli was charged at 15 panams and it was raised to 20 in 1916. Such levy of enhanced rates is not valid for the reasons stated already. It is further contended that the levying of garden rates on dry lands improved at the expense of the ryot by sinking wells at their own cost, is illegal. [Such enhancements were held to be illegal in Indian Law Reports.]

The Diwan denies having charged any garden rates on such dry lands. He says that dry rates alone were charged even after it had been improved at the cost of the ryots by sinking wells.

Another case reported in . . . held that such levy was illegal even under section XI of the Act VIII of 1865, because no rule was laid down there for charging enhanced rates, when improvements were effected at the ryots’ own cost.

Next it is said that in S. No. 103, on 60 cents of dry land, rent was enhanced from 2-4 panams to 15 panams. In S. No. 133, it is said that the rent was raised from 3 panams to 12 panams. On behalf of the ryots it is contended that the rents charged for the second crop was an enhancement illegally levied. On behalf of the ryots, Mr. Soundara Pandya Nadar has asserted that not a pie in excess of Rs. 1-7-9 should be levied per acre on punja or dry lands; and that nanja rate should not exceed Rs. 3-6-4.

Before ending this part of the narrative two important points, one as regards the management of the irrigation sources and the other as regards the hill villages and forests will have to be considered.

While discussing about wet rates, some material points relating to irrigation sources had already been discussed. We may refer to the other points urged by the ryots and repudiated by the zamindars, now.

It is in evidence that there are 61 tanks and 7 channels in this zamindari. On behalf of the ryots it is stated that Faisal Anicuts in the river are not in working order and they have never been repaired. The next complaint of the ryots is that the zamindar

allowed water to be taken by persons who are not ayacutdars, and that additional assessments were collected from them, while the crops of the ryots who are entitled to water primarily, are not getting the required supply. The next charge made by the ryots is that new sluices were opened in the tanks, and new feeding channels also, for the cultivation of new wet lands; while the supply to the old ayacutdars as well as their yield has been reduced.

The Diwan replied to this, that the allegations were vague and sweeping on account of what had happened in the past. He said that the zamindar's responsibility was to maintain only 18 tanks and for that he had been spending money about Rs. 10,000 every year, and the responsibility of carrying on the repairs of all other sources of irrigation was on the ryots themselves who have been guilty of breach of faith by omitting to carry out their part of the arrangement. Enough had been said about this responsibility. The zamindar said that the number of tanks as mentioned by the ryots in their written memorandum was not correct. The Diwan explained that measures were being adopted by the zamindars by the appointment of Engineers to carry out repairs for the irrigation sources to the extent to which he was responsible.

As regards the silting of channels the Diwan gave a long explanation characterizing it as a phenomenon which could not be prevented by the zamindar. He says that this was due to reckless *Punnakkadu* cultivation of the hill slopes. For *punnakkadu* cultivation on the hill slopes had recklessly denuded the forests of trees by cutting and burning the same and by ravages made by indiscriminate cuttings of trees for timber, fuel and green manure. He says that rainfall on barren slopes cannot but carry silt into the channels and fill them up. For this reason he says that the zamindar is not responsible for silting up of the channels and the cultivators themselves are responsible. *Punnakkadu* cultivation is not a cultivation newly invented by the cultivators. It is one of a very ancient origin and it had been carried on very successfully before the advent of the British, without denuding the hills of the forest and without causing any loss to anybody. *Punnakkadu* cultivation will not be carried on year after year in the same area. The cultivators themselves know that. The contention that, because *Punnakkadu* cultivation was carried on, the channels had been silted and for that reason the silt could not be removed is not a proper plea. Irrigation channels are silted up generally even when there is no *Punnakkadu* cultivation. The cultivators cannot contend and even if they contended it cannot be upheld that, the whole slope and the forest should be denuded of all trees for the sake of *Punnakkadu* cultivation.

Unless there are forests they would not get rain in proper time and in sufficient quantity. For that one reason, it is in the interest of both the landholder and the cultivator that the *Punnakkadu* cultivation should not be extended recklessly. Under proper management, *Punnakkadu* cultivation can be regulated by the cultivators and the zamindar without seeking the aid of anybody else. The Diwan has said that he had applied to the Collector to extend the Forest Act to the forests in his estates and is awaiting their orders. The zamindar and the Diwan also remember that the Government never denied the rights of the cultivators in forests and jungles.

We have pointed out in the chapter under the head "*Forest rights*" how the Government respected the rights of the cultivators, granted compensation to them whenever their rights were acquired for purposes of reserving the forest under the Act. The zamindar will have to recognize the right of the cultivators to hills and forests and allow them their natural rights to which they are entitled to and which we have referred to exhaustively in the chapter on "*Forest rights*."

As regards extension of water-supply to lands outside the old ayacuts and the loss sustained by the cultivators, the Diwan says in his written reply to the ryots' memorandum that the ayacut was extended only when there was more water and that, without prejudice to the customary rights of others. This is a question of fact that might occur each day, which should be settled between the parties themselves, respecting the rights of each other. Disputes relating to such matters should be settled by the villagers themselves, through the village panchayats newly constituted. They are the best judges on such questions. That was recognized in the past and the recognition of the same is still maintained in the Collectors Regulations, which is still in force to-day. We will make constructive proposals with regard to the repairs of irrigation sources.

In this connexion the Diwan says that sometimes water is taken by the cultivators to dry lands to the prejudice of wet lands. The zamindar has not been able to put a stop to such encroachments and prevent such acts of taking water for unauthorized areas. He says that he will be able to prevent such things and regulate the proper distribution, provided that greater powers were given to the landholder in this connexion, particularly by giving all the powers of the Irrigation Cess Act to the landholders.

Similar demands have been made by the zamindars generally and almost in every case, that they should be given special powers not only in this direction but also over the karnam of the village. On the other hand, it is contended for the ryots that the power of distribution of water should not be left in the hands of the zamindar at all, but that it should be taken over by the Government itself or might be handed over to the cultivators themselves. All these questions were considered in the other connected chapter.

The Diwan feels that the regulation of water and other matters is a responsibility without power, is a most extraordinary claim made at this stage. The Diwan is not willing to hand over the control of the irrigation works to the Government. The evidence recorded with regard to this estate is sufficient to find that it has not been satisfactorily attended to until the present Diwan took charge. Even after he has taken charge, he disclaimed responsibility to carry on the repairs of many tanks and he admitted that he was spending about Rs. 10,000 per year during the last few years. This is enough to enable us to make our own recommendations with regard to the control of water distribution and maintenance of irrigation and repairs, etc. Our conclusions in the chapter under the heading of 'irrigation sources and repairs' are based on the evidence recorded about this estate and all other estates that have appeared before us in this enquiry.

Next we come to the ryots' grievances in the forest and hill villages. Before we deal with these grievances it is necessary as it is interesting to touch briefly on the revenue history of the hill village in Dindigul taluk.

The settlement of villages on the Palni hills which were 16 in number (6 on the Upper Palni and 10 in the Lower Palni) was separately undertaken in 1893 (vide page 205, Madura Gazetteer, Volume I). These villages were not included in Mr. Hardis settlement of 1802-03. They never formed part of any of the Poligars' estates (page 188, Madura Gazetteer) as it was apprehended that they were likely to become refuges for bad character if removed from Government control.

In Mr. Hardis' time and many years afterwards the hill villages were farmed to renters who lived on the plains and only occasionally visited their farms. This system prevailed till 1842 when on the representations of Mr. Blackburne, the then Collector, the system of farming out was formally abandoned in favour of the ryotwari system and land was taxed as elsewhere dry or wet. The four hill villages of Kannivadi somehow managed to elude the attention of the Government on this occasion as on the occasion of the survey and settlement in 1893.

In Hardis' settlement the villages did not form part of the Kannivadi Zamindari. They were not included in the assets of the zamindari. In 1802 the Government was collecting from the zamindars the peshkash of Rs. 85-15-0 for the four hill villages for Swarnadayam. Swarnadayam (miscellaneous ready money collections) as its very name implies was only for collecting wild honey, paper and other jungle produce, besides 'Ponik-kadu,' i.e., customary rent for cultivating patches in the hill slopes. The income of the zamindar for Swarnadayam in 1802 from the four hill villages was only Rs. 120-14-0.

Now the zamindar has brought lands under pattas and is realizing land revenue to the extent of Rs. 26,489-15-4 (in fasli 1346) for which originally he had no right. Income from forest is now Rs. 3,500 according to the ryots, though the Diwan says it is only Rs. 1,000. He does not however question the kist amounts mentioned by the ryots. Altogether the zamindar is now realizing from the hill villages Rs. 27,903 after deducting the peshkash for Swarnadayam, that is, Rs. 85-15-11.

The ryots, therefore, contend that when the zamindar is getting so much it is only fair that they should be given all forest facilities without restrictions, that is, free removal of manurial leaves, free removal of wood for domestic use and for making agricultural implements, etc.

Plantain cultivation in hills.—Mr. Soundara Pandya Nadar mentions a grievance regarding plantain cultivation in the hills. He says that fertility of the soil in such cases generally lasts from five to ten years. Afterwards the yield of the land, in spite of the best efforts and improvements of the ryots is poor. Therefore, he wants that the zamin officials should make proper enquiries when they receive petitions in this regard and reduce the rates when the land has diminished in fertility.

Our recommendations on this point will be found in the proper place.

Coming to the end of the discussion on the affairs of the Kannivadi zamindari, which has presented an example of varied aspects, now to be reported upon by us, we have to conclude by recording our recommendations as regards the future rentals that are liable to be

levied. The main difficulty had been that the original Holusu rates were changed into Munasib rates, which later on yielded place to the Manoraji rates. The representatives of the ryots especially represented to us that even the Munasib rates which among the three noted above, are the lowest, were further reduced in the ryotwari areas by 33-1/3 per cent and claimed that that reduction should also be applied to the ryots of the Kannivadi Zamindari. We could have agreed to his request but we are in favour of applying a general principle to the whole presidency and in a proper place, we have recommended that the Permanent Assessment of 1802, not only applied to the peshkash but also to the rentals as they existed at that time; and we are glad that, in applying that criterion, the Manoraji rates, the highest among the three rates are also wiped out.

If the Manoraji rates are not valid and binding, what are the rates that are to bind the zamindar and his tenants? We again reiterate, that, whether it was high or low, favourable or unfavourable, applying the general principle that the rates fixed at the time of the permanent settlement cannot be enhanced in favour of the zamindar, or reduced in favour of the ryot, we are bound to submit that the rates fixed before the permanent settlement and taken into account in fixing the assessment, must be accepted as unalterable rates of rent.

This estate, which was under the head "unsettled poliams" until 1904, became a permanently settled poliam in 1905, when the sanad was issued. Whatever might have been the rate fixed by Mr. Hardis and later by Mr. Peters and finally under the Manoraji agreement, peshkash remained the same from 1802 until now, at Rs. 38,140. The total assessed income in 1802 was about Rs. 55,140. Deducting the peshkash from out of the assessed income, there was only a balance of about Rs. 17,000 left in the hands of the zamindar to be appropriated by him as a remuneration for collection work.

If that was the amount payable by the cultivators to the zamindar, after deducting the peshkash, that alone remains the same in perpetuity except when liable to be enhanced under extended cultivation only. The seventeen thousand rupees plus Rs. 38,140 were assessed on the land that was actually under cultivation in 1802. The zamindar is entitled under the permanent settlement to bring waste lands under cultivation and collect rents on such lands at a rate that does not exceed the rate permanently fixed in the year preceding the permanent settlement. To ascertain what additional income he became entitled to on account of the excess cultivation, we must know what the area under cultivation in 1802 was.

The total dry area under cultivation in 1937 (fasli 1347) is 83,690 acres, and the total wet area was 6,470 acres. The total comes to 90,160 acres. The total dry area in 1905, when the sanad was issued to the landholder, was 63,412 acres and the total wet area under cultivation was 5,291 and the grand total comes to 68,703.

The unjust enhancement must be wiped off and to achieve this a settlement of the estate should be immediately undertaken. In doing that, our recommendation is that the peshkash should not be altered and the average dry and wet rates as they existed at the time of the permanent settlement should only be leviable on lands that are proved to be under cultivation in 1802, as also on such of those waste lands that have been brought under cultivation since that date. The zamindar should not be entitled to levy not only any enhanced rates, but should not also levy wet rates on dry lands, fasljasti on dufassal crops, grass-tax, tree-tax, tax on forest product and taxes on the usufruct grown on porambokes, tank-beds and other communal lands; and his right to collect water-tax as such is only on the express condition that water sources are kept in a decent condition.

At the time of the permanent settlement of 1905, the basis of calculation adopted by the settlement officers was exactly the same as that adopted by Mr. Hardis in 1802. The peshkash fixed by Mr. Hardis in 1802 continued to be the same and stands unaltered until now. The same was accepted as correct for the permanent settlement of 1905. The assessment of 1802 was fixed at an estimated income of Rs. 54,485. The income of the estate in 1904 at the time of the permanent settlement was as follows:—

					RS.
For dry and garden lands	...	...	...	..	1,03,559
For wet lands	...	...	...	...	21,552
					<hr/>
			Total	...	1,25,111
					<hr/>

The difference between the income of 1802 and that of 1904 is Rs. 70,626. The point in issue now is "how could his income rise by Rs. 70,626."

On behalf of the ryot it is contended that this income is due mostly to the enhancement of rents and partly to extended cultivation. On behalf of the zamindar, it is contended that the increase was due partly to extended cultivation and partly due to enhancements of rents on excess discovered after survey, which the zamindar is entitled to levy under the law.

As regards the survey, the Diwan's version is that the survey was carried on by the zamindar under the provisions of the Madras Survey and Boundaries Act, whereas the zamindar says in his written memorandum given in reply to the second questionnaire that the entire survey of the estate was carried on by the Government. There is no doubt about the survey having been made. But who surveyed is the question. The estate is not a Government property; as such, Government could not have surveyed it. If the Government assisted the zamindar in surveying by lending the Survey department it was only the survey of the zamindar. The points for consideration on this question are—

- (1) What is the extent of the new land brought under cultivation since 1802?
- (2) What is the excess area found on survey on which the zamindar levied the excess taxes?
- (3) What is the rate collected by the zamindar on the extended cultivation?
- (4) Whether it is in excess of the rate fixed and taken into account at the time of the permanent settlement of 1905 and if so by how much?
- (5) Whether the zamindar is entitled to claim excess on the area found to be excess on survey, ignoring the assessment permanently fixed on the calculations made at the time of the permanent settlement, and adopting the prevailing standard of measurement on that date.
- (6) Whether the enhancements made by the zamindar were unwarranted for the reasons stated on behalf of the ryots in their written memorandum.

Let us take the first question "what is the extent of new land brought under cultivation between 1802 and 1904." The following table gives the extent of area in 1905 and in 1937 and also the incomes of these areas on the dry as well as the wet:—

Year.	Extent of cultivated land in acres.		Assessment.	
	Dry and garden lands.	Wet lands.	Dry.	Wet.
	ACS.	ACS.	RS.	RS.
1905, date of the sanad, poliam being unsettled, 1314	63,412	5,291	1,03,559	21,552
1937 (fasli 1347)	83,690	6,470	1,46,927	27,364

The total area brought under cultivation since the date of the sanad is—

	ACRES.
Dry	63,412
Wet .. .. .	..

The total income in 1905 was—

	RS.
Dry	1,01,553
Wet	21,863

The total excess under cultivation in 1937 was 18,690 acres—

	RS.	ACS.
Excess in dry .. .. .	..	20,288
Excess in wet .. .. .	..	6,470
		5,291
		1,179
Income on dry lands in 1937	1,46,927	
Income on wet lands in 1904	1,03,559	
Excess income on dry lands	43,328	
Income on wet lands in 1937	27,364	
Income on wet lands in 1904	21,552	
Excess in income for wet lands	5,812	
Total increase in income	43,328 plus 5,812, 49,140	

We shall now examine at what rate this works out. Usual dry rate is from As. 5-9 to Rs. 6-8-0 and the average dry rate is Rs. 1-5-9.

Usual wet rate is from As. 11-7 to Rs. 10-13-5 and the average wet rate is Rs. 3-7-1.

The usual garden rate is from As. 11-7 to Rs. 9-0-6, and the average garden rate is Rs. 3-3-9.

The Diwan in his oral evidence said that the largest area of dry was on Rs. 2 assessment.

We shall now examine how the excess rate on excess lands since 1904 works out. Taking the figures—

	RS.
The total excess under dry cultivation	20,288
The total excess of wet cultivation	1,179

Even calculating at Rs. 2, dry rate is stated by the Diwan, the total dry assessment on excess cultivation is Rs. 40,576 and the total wet assessment on excess cultivation of 1,179 acres is Rs. 4,126, the average wet assessment being Rs. 3-8-0. The total assessment of both dry and wet lands amounts to Rs. 44,702.

Applying the rules laid down in the permanent settlement regulation and the patta regulation of 1802, and accepting the assessment on the cultivated area at the time of the permanent settlement as final, and assessing the excess dry and wet land since the date of the permanent settlement at an average wet rate of Rs. 3-7-1, the total amount which the zamindar would be entitled to claim is Rs. 44,702. The total income assessed in 1802 was estimated at Rs. 54,485 including the cesses. What the zamindar is entitled to as the proprietor is Rs. 54,485 (assessment in 1802) plus Rs. 44,702 the amount due to him on excess cultivation according to the rates fixed in 1802 which comes to Rs. 99,185; whereas his income in 1937 is Rs. 1,74,291. So his income which he is lawfully entitled to is nearly double the amount he was entitled to on the permanent settlement date.

On this basis of calculation, the exact figures must be ascertained and excess calculation must be wiped off, deducting the enhancements made illegally on dry and wet lands of the cropwari (garden rates) system or on the basis of custom.

The principle and the basis of assessment in the permanent settlement of 1802 and 1905, were discussed above. When the rates and the peshkash were fixed in 1802 permanently, exchange of sanads and kabuliats ought to have taken place. But it was not done. Although there was no exchange of sanads and kabuliats the same peshkash had continued from 1802 up to date. In the absence of exchange of sanads and kabuliats it is open to either party to contend that there was no valid permanent settlement in 1802 and for that reason when the permanent settlement sanads were issued in 1905, the income of the previous year, i.e., 1904, ought to have been adopted as the basis of calculation. There is a plausibility in such argument because it is only reasonable for either party to contend that the rates prevailing at the time of the issue of the sanads should be taken as the basis of calculation for assessment of rates. If that contention is upheld, the munasib rates of Mr. Peter will have to be taken as the basis of assessment. In that case, the peshkash fixed on the basis of holusu rates might have to be reduced, and the zamindar might contend that if munasib rates were taken as the basis he would sustain a loss along with the Government.

In our view, the proper construction to be placed upon the whole transaction is that the estate must be deemed to have been permanently settled in 1802, when the peshkash was ascertained and the zamindar's share of remuneration also was fixed in perpetuity.

The issue of sanads was postponed from time to time and the idea of keeping the contract alive was never abandoned by the Government or the zamindar. On the other hand, at the time of each postponement, the Government stated that the financial position of the estate was still very embarrassing and for that reason the time for issue of the sanads might be further extended. In this particular case, it may be that the ryots suffer because, admittedly the rates fixed by Mr. Hardis in the permanent settlement of 1802 were unconsciously high.

For many years thereafter, it remained one of the fourteen "unsettled paliams" which always paid the peshkash fixed by Mr. Hardis in 1802-3, even though this had not been declared permanent and no sanads had been granted for them. In some ways,

however, its case was an exception, for it happened to be under attachment for arrears in 1817-18, when Mr. Rouse Peter introduced his reductions in Mr. Hardis' assessment rates, and these reductions were extended to it and prevailed until was restored to the Poligar's family (on his paying the arrears due on it) in 1842-43, and from then onwards until 1862-63.

In 1905, after considerable discussion, a permanent sanad for the zamindari was granted to the bank on the same peshkash which had always been paid, namely, Rs. 38,080-9-0. The property is not scheduled as impartible and inalienable in the Madras Impartible Estates Act, 1904.

In 1828, Mr. Peter, the Collector of the district, changed the system again and introduced the rates as munasib rates, and these continued until they were replaced by the Manoraji rates, as has been stated already. The munasib rates had been continuing in the Kannivadi estates, although Peter's munasib rates in Government lands had been reduced still further in later years. Sambasiva Ayyar, second witness for the ryots of this estate, says that the rates in this estate ought to have been still further reduced to the level to which they had been reduced in Government lands. According to him, after the settlement of Mr. Peter, the settlement of adjoining Government village took place during the years 1858, 1888, 1916-17. When the munasib rates of Mr. Peter were further reduced by 33½ per cent, whereas the munasib rates in the zamin villages remained the same, until they were enhanced once again by manoraji rates in 1909.

It is thus clear that the conditions in Dindigul taluk and Kaniyadi estate in particular had been extraordinarily difficult, as different settlements were made from time after time as detailed above. This is a typical case in which all possible complications with regard to variation of rates and changing of systems had taken place, notwithstanding the fact that the permanent settlement was made in 1802 on the basis of Holusu rates and the peshkash had been fixed and continued on that basis only, until the munasib rate of Mr. Peter was introduced. Mr. Sambasiva Ayyar deposed that the munasib rates of the Kannivadi estate also ought to have been reduced along with Government munasib rates. He said that when the munasib rates were replaced by the manoraji rates there was further enhancement in favour of the zamindar. If we accept 1905, as the date of permanent settlement, we shall have to take the income of 1904, as the basis of assessment, in which case it will be a dreadful loss to the cultivator and the peshkash of the Government would have to be increased proportionately. If the peshkash fixed on a sum of Rs. 54,485 in 1802 came to Rs. 38,140, it will increase proportionately on an amount of Rs. 1,25,150. But the Government never wanted to claim any enhancement in the peshkash. They have adhered to the peshkash fixed in 1802, up to date. But so far as the zamindar is concerned, he went on changing both the system and the rate of rent from time to time and augmented his income to Rs. 1,25,150 by 1904. For all these reasons, the alternative position that the permanent settlement of 1905 ought to be based on the income of 1904, should be rejected as untenable. All the enhancements made over and above the rates fixed in 1802 should be cancelled and the income set apart for the landholders' share in 1902 should be added to the income that he would be entitled to on the waste lands brought under cultivation subsequent to 1802. We have tried to examine all the aspects of this question and that is the final recommendation that we submit to the Legislature and the Provincial Government.

Ponakadu.—By virtue of a long-existing custom, landless people used to do ponakadu cultivation on the hill slopes and pay the zamindar a customary rent. It is complained by the ryots that of late the policy of the zamindar, with regard to ponakadu cultivation is rigorous. Thirteen ryots of the Pannaipatti village were recently prosecuted and fined for doing ponakadu cultivation. The ryots, therefore, complain that cases are foisted on them and that their customary right is being taken away by the zamindar.

In his reply to the second questionnaire the zamindar however states that the number of people doing "Ponakadu" cultivation and its extent has been on the increase, with the result that three-fourths of the forest portion has been destroyed and presents a barren appearance.

The zamindar states that he is only interested in the conservation of the forest "in the interests of the posterity" and that he has made an application to the collection under section 32 of the Forest Act to extend its provisions to the zamin forests.

Pasturage waste lands and grazing grievances.—Mr. Soundarapandya Nadar says that for cattle the estate is levying 4 panams and 5 panams. In the adjoining zamin of Idyakottai, for the waste lands set apart for grazing purposes they levy only one panam. If

such lands are cultivated they levy 2 panams and 3 panams. The witness wants that similar rates should be adopted in the Kannivadi zamin also.

Excessive tarams and subdivisions.—Mr. Sambasiva Ayyar, witness No. 219, complains that there are four tarams and seven subdivisions in one single field, in patta No. 242 of Kamachipuram village. There are three subdivisions and three tarams for one field in patta No. 456 in Thethupatti village.

Enhancement of rate in Chintalagundu village.—The witness complains that the dry rates of 4 panams for kuli was raised to 10 panams when water was baled from well sunk in the river-bed at the expense of the ryot and that an excessive water rate of Rs. 18 was also charged.

Communal lands.—The witness complains that communal lands and tank-beds have been assigned by the zamindar. The Diwan in his oral evidence says that there are no cases of granting communal lands on patta except for some tank-beds. The estate is, however, prepared he says, to take them back if the people now in occupation of them are willing to give them as that would facilitate improvements to irrigation sources.

The Diwan complains that he has no power to evict in cases of unauthorized occupation and encroachments on communal lands. Mr. Soudarapandya Nadar, on behalf of the ryots, states that it will not be safe to entrust powers of eviction to the zamindar in such cases. The Diwan speaking further about communal lands says that they are a constant source of friction and that these small bits of land may be taken over by the Government or may be given to the zamindar.

Transfer of pattas.—The witness No. 219 complains that the zamindar is collecting money for transfer of pattas and subdivision of lands. He also refers to the collection of charges before the actual auction of lands and says that though the zamindar gets refund, the benefit is not passed on to the ryots.

Remission.—Mr. Soundarapandya Nadar says that remission is given in very few cases for failure of crops and that the granting of remission depends purely on the pleasure of the zamindar.

Distrain of movable properties.—The ryots in their written memorandum complain that zamin authorities collect rent by show of armed force and that movable properties including ploughing cattle and cooking utensils are distrained. The ryots object to this method of terrorizing them and exacting rents. The Diwan denies that ploughing cattle and cooking utensils are distrained. He further states that if zamin subordinates carry lathi or gun it does not follow that it is for purpose of threat. He says that ryots cannot be threatened easily as is evident according to him from the fact that in spite of the "alleged repressive measures default in payment continues."

Collection of rent.—As regards efficient collection work in the zamindari the Diwan suggests that more powers should be given to the zamindars over village officers. He is not for entrusting collection work to Government agencies as it will not be more efficient according to him.

The cause of large arrears.—The cause of large arrears, disclosed from evidence is due to the fact that though the estate is supposed to collect rent in eight instalments, rent is actually collected in a lump after the fasli is over and when the tenants generally have no produce with them.

The condition of the ryot in the estate with regard to indebtedness.—Causes according to the Diwan are the same which are applicable to the ryots in ryotwari villages "plus perhaps the additional rates of rent he has to pay."

The Diwan does not desire to conceal the fact that the zamin tenant pays a higher rent than the ryotwari ryot, but he is not sure whether that the circumstance by itself contributes very largely to his indebtedness and adds that the failure of the seasons, the uncertainty of the seasons, the difficulty of raising credit, the ryots' inability to pay his commitments in time, the accumulation of his debt and fluctuations in prices have also to be taken into consideration. Rate of interest may also have something to do. The Diwan mentions in detail the scheme initiated by the estate to relieve the indebtedness of the ryots and the facilities and help rendered to them and how he has opened banks in the villages and wants to open more to help the agriculturists. The Diwan in conclusion states that the benefits of land mortgage banks should be extended to Kannivadi zamin also.

BODINAYAKANUR ZAMINDARI.

Early History.—Bodinayakanur is one of the ancient zamindari in the Madura district. According to the traditions of the family its original founder emigrated to this part of the land from Gooty in Anantapur district early in the fourteenth century. The name of the original founder was Chakku Nayak. He soon attracted the notice of the Raja of Travancore who then ruled in these parts, by slaying a ferocious wild boar for the destruction of which a large reward was offered in vain.

The Raja delighted with the prowess of the Nayak conferred this estate upon him on condition that 100 pons (gold coins) should be paid each time the succession devolved on a new heir. This observance has survived down to modern times and when a new zamindar succeeds he sends a present of money to the Maharaja of Travancore and receives in return a gold bangle and other gifts.

(According to Diwan.)
Rent-roll—
Rs. 90,000.
Peshkash—
Rs. 13,800.
Income from Dhoodapuram village—
Rs. 4,800.
Peshkash—
Rs. 774.

Chila Bodi Nayak who is said to have come into the property in 1487 similarly attained fame by his personal strength and bravery. He overcame Mallakhan, an athlete who was champion of the Vizianagar country and then the King conferred fresh honours on him and directed that his estate should be known thenceforth as Bodinayakanur. After Visvanatha had conquered the Madura country, the then Poligar, Bangaru Muthu was appointed to the charge of one of the bastions of the new fort at its capital. After a chequered history, the estate remained long as one of the "unsettled poliams." In 1862 Bangaru Thirumala Bodinayak, the Poligar, died leaving an infant son, Kamaraja Pandya, and the estate was under the Court of Wards until the boy attained his majority in 1879. He was given a permanent sanad for his estate in 1880.

Total extent of the zamindari.—The total extent of the zamindari is 153 square miles. The total area of dry lands is 25,000 acres. Total area of wet lands is 6,000 acres and the total of garden lands is 10,000 acres.

Rates of rent prevailing in the zamindari.—According to the evidence of the Diwan, dry rates range from As. 5-9 to Re. 1-4-0 per acre. Rates for garden lands vary from Rs. 2-8-0 to Rs. 4-5-0 per acre except in the case of betel for which assessment is Rs. 17-15-0 per acre. The Diwan, witness No. 232, has deposed that betel cultivation is for three years and that the rate was charged only for the second and third years and that betel cultivation will cover an area of 10 to 15 acres only in the whole zamindari. The Diwan has also stated that these rates have been in existence from the time of Permanent Settlement. Witnesses tendering evidence on behalf of the ryots, all complain that the prevailing rates are high.

Witness No. 229 states that there should be only two classifications of land—dry and wet. For all dry lands there should be only one rate; similarly there should be only one rate for all wet lands. The witness continuing states that for garden lands improved at great labour and expense of the ryots 7 to 15 panams and 50 panams are levied and that these rates are oppressive. The witness complains that rates for other garden crops also are heavy.

The witness further states that if tobacco is cultivated, the rate is 12 panams for one kuli per year; kuli being equivalent to cents, if the land remains uncultivated only 7 panams should be the rate. But the estate, according to the witness, levies the same rate of 12 panams whether the land is cultivated with tobacco or not. The witness further mentions that certain ryots filed summary suits objecting to these rates and that the courts decided that 2½ panams in one case and 3½ panams in another case were the proper rates. The Diwan in his evidence did not question the statement about judgments in the summary suits referred to above. The ryots are too poor to resort to summary suits in all cases.

Witness No. 227 supports the views of the above witness with regard to rates and states that the Kodikal assessment betel of 50 panams is heavy, as the lands in question are already paying wet rates. He wants that dry rate and not wet rate should be levied in the case of dry lands improved by the ryots. The witness has no complaint about the prevailing dry rate of 2 panams, but objects to garden rates or cropwar rates. He also mentions the fact that ryots' meetings are held in every village and resolutions are passed to the effect that only punja rates should prevail.

Witness No. 231 states that the Dombiseri village both dry rates and wet rates are high.

Mr. S. P. Hussain, witness No. 230, speaking about rent wants that cropwar rents should be abolished and that for dry lands improved by ryots, additional garden rates should not be levied.

Comparison of rates in the zamin and the adjacent ryotwari areas.—The Diwan has stated in his oral evidence that the adjacent ryotwari rates are double the zamin rates with regard to wet lands; in the zamin lands ryots pay Rs. 4 or Rs. 4-8-0 per acre whereas in Government lands the rates range from Rs. 7-8-0 to Rs. 11-4-0 per acre.

Out of 15 tanks in the estate only six are maintained by the zamindar and the amount spent on irrigation works is only Rs. 13,685-10-0 from 1925 to 1935.

Assessment on cropwar basis.—As against the contentions of the ryots the Diwan, witness No. 232, states that cropwar rents on garden lands were included in the assets of the zamindari for purpose of peshkash and that the prevailing garden rates are the same as those that prevailed at the time of the Permanent Settlement and that for tobacco the estate is charging the same number of panams as of old. In support of his assertions he has submitted before the Committee the following documents :—

Exhibits N to O—

- (1) Adangal accounts of 1863.
- (2) Certain judgments of 1860.
- (3) Records prepared by the Court of Wards in 1875, showing the Jamina classification as wet, dry and garden.

But the judgment, Exhibit 567 (Bodinayakam) of Sir T. Muthuswami Ayyar and Mr. Justice Best in S.A. No. 1525 of 1892, upheld the contention of the tenants that garden rates which were higher than the dry rates could not be claimed because the improvement was made at ryots' expense and was contrary to section XI of the Rent Recovery Act VIII of 1865.

The Diwan has not denied the statement of Mr. K. S. Alagu Servai, witness No. 227, that neither faisal records nor the other records show that garden rates were collected in addition to dry rates. Imposition of additional garden rates in such cases are manifestly unjust and must go.

Cropwar assessment also must go as "Vanpayir" assessment has already gone in the adjacent ryotwari areas in 1854 (page 193, Madura Gazetteer, Volume I). Mr. Parker, the then Collector, on whose representations, the Board abolished Vanpayir assessment, set forth some cogent reasons in his plan. "He urged that the extra rate was objectionable on the ground that it violated the accepted principle that land and not the product should be taxed, that it raised the price of very necessary articles of food, that it restricted the ryots' method and that it occasioned vexatious inquisitions in the ryots' doings and complications in the accounts." The Board agreed with him and shortly afterwards, also sanctioned the discontinuance of an extra tax which was being similarly levied on tobacco in certain part of the district.

This is the correct view and we agree that the same rule must apply to zamindari areas.

Irrigation sources and their maintenance.—There are 15 tanks in the estate; six of them are maintained by the zamindar while the rest are maintained by the ryots themselves. As has already been stated what the estate spends on irrigation works is meagre. Witness No. 227 states that the estate has been indifferent to irrigation sources even when they were in a grave and dangerous condition and that petitions and requests to zamin officials in this respect have proved futile. Witness continuing states that the feelings between the zamindar and the ryots became strained on this account and that the former stopped paying rent. A compromise was, however, effected subsequently and the shist was paid.

Witness No. 230 states that moss in the tanks is used as manure and that the zamindar gets an income Rs. 400 or Rs. 500 from this source. According to this witness it is the reason why the zamindar does not effect repairs to tanks.

Complaints regarding water-rate and penalty tax.—Mr. S. Alagu Servai, witness No. 227, mentions certain grievances regarding water-rate and penalty tax. There are two villages in the zamin, Uppukotai and Koochanur, through which the Periar river flows. The lands in the above villages were formerly irrigated by the Suruliar river. After the Periar project and as a result of it the Periar river joins the Suruliar river and the lands in the above villages are now irrigated by the commingled waters of the Periar and the Suruliar rivers. The Government is levying penal-tax on certain

lands on the ground that they are not 'mamul' wet lands, though the zamindar is already levying water-rate on these lands. The witness contends that this is wholly against the agreement between the Government, the zamindar and ryots. He refers to the famous Urlam case and desires that no penalty should be levied on lands whether they are 'mamul' wet lands or not.

Kudimaramat tanks.—The estate collects water-rates on lands irrigated by tanks maintained by the ryots. The reason, according to the Diwan, is that the water belongs to the zamindar and the ryots are maintaining the tanks only in return for fishery rights and Karuveta trees growing on the banks and that they are, therefore, not absolved from paying water-rate to the zamindar. But the ryots content that the aforesaid tanks are their private tanks and that the zamindar has no manner of rights with regard to them.

Forest facilities.—The Diwan has stated in his evidence that a free permit is given to each pattadar to remove manure leaves, grass fuel, stones and thorns and that a certain fee is charged only if it is in excess of what is being allowed . . . by the free permit. Certain restrictions are placed with regard to things allowed to be taken by the ryots as otherwise the forest will be denuded completely according to the Diwan. The Diwan has also deposed that the estate derives no income from the forest but only incurs expenditure towards the establishment charges.

Witness No. 228 states that leaves, tender twigs and other things used as manure are also classified as minor produce and leased on contract. Witness No. 229 states that ryots were formerly enjoying free forest facilities and that they are denied to them now. As regards free permits the witness complains that while rich and influential men may get them, they are not within the reach of poor ryots. Witness No. 227 mentions harassment by forest guards and states that arrangement should be made to issue free permits in the villages as trip to the headquarters to obtain them is expensive.

Communal lands.—Witness No. 227 complains that there are no "Mandhais," or "Kalams," worth the name exist in the villages. According to this witness, formerly, a portion of the communal lands was set apart separately for men and women for private convenience and amenities. They have all been assigned on patta. The witness also states that old village common paths and portions of communal lands which are once ponds and brooks were also assigned on patta by the zamindar. Ryots demand that the zamindar should not make any encroachment on communal lands and that they should be set apart wholly for the use of village. Witness No. 227 desires that communal lands should be handed over to the village panchayats.

Tree-tax.—Witness No. 227 states that even trees on patta lands are taxed. The Diwan, in his oral evidence, however, states that before 1908 the custom in the zamindari was that all the tamarind trees either on patta or poramboke lands belonged to the zamindar and that they were leased at 4 annas per tree; but subsequent to the passing of the Act of 1908 the trees are left to the ryots themselves and that no tax is levied.

Collection of rent.—The Diwan says that collection is slack, because of the operation of the Debt Relief Act. The estate is able to collect only 50 per cent of the kist and one of the reasons for such low collection according to the Diwan is that summary suits take nine months for disposal, and that rent sales take two or three years. He wants that the procedure for rent sales should be completely simplified and court-fee reduced in the interests of both the zamindar and the ryots. The Diwan makes the familiar suggestion that the zamindar should be given more control over the village officers for the efficient collection of kist.

Witness No. 228 has deposed that besides the village munsif the estate also employs temporary men and that they collect from every patta a fee ranging from 4 annas to Rs. 2, as their remuneration, which is not however included in the patta.

Mr. T. V. Ramaswami Chettiyar, witness No. 231, has stated in his evidence that arrears of rent if sent through money order are rejected. This witness has also complained that in the case of a joint patta the whole land is brought to auction for arrears of rent due by one ryot and that it is purchased by the estate for nominal price. The witness further states that the estate insists that all co-sharers should jointly pay the rent due from one of them. Witness No. 227 suggests that collection work may be entrusted to village panchayats as it was obtaining in olden days when a few respectable and responsible ryots undertook the work.

Distraint proceedings.—Mr. Nithyanandam, witness No. 229, states that distraint proceedings adopted by the estate are harsh and unsympathetic and that standing crops are attached causing great loss to the ryots. The witness is of opinion that ploughing cattle, movables and agricultural implements should not be distrained.

According to this witness produce may be distrained in the threshing field and so much only a swill satisfy the dues. As regards land only, so much of the land as will satisfy the arrears should be auctioned.

The Diwan in his oral evidence states that plough-cattle are distrained with a view to 'persuade' the tenant to pay promptly. 'No harassing is done.' Continuing, he states that technically there may be objections against it, but that it can be justified by the fact that it is not an exception under the Rent Recovery Act. He, however, modifies his statement by stating that only in one or two cases where conditions are bad, resort is had to that method.

Witness No. 227 suggests that instead of distraining and selling lands for arrears of rent, village panchayats may be empowered to distrain and sell the movables and produce of the defaulter and adjust towards the arrears.

Nazzar.—It is found from the evidence tendered on behalf of the ryots that demand of Nazzar seems to be a familiar feature in the zamindari. Witness No. 227 has mentioned an instance where Nazzar plays an unkind and unjust part. Lands are brought to auction for arrears of rent, and the zamindar takes them for a nominal price. The ryot subsequently offers to pay off the arrears, but the zamindar insists on a payment of Nazzar and patta is not granted if Nazzar is not paid. But a stranger according to the witness is granted patta for the lands in question if he pays Nazzar.

Ekasal patta.—Bitter complaints have been made by ryots (witnesses Nos. 227 and 229) about this patta. This patta may be described as a temporary patta granted in cases of unassessed lands cultivated by ryots. Witness No. 227 complains that if a ryot cultivates a land for twelve years on Ekasal patta, the estate assigns the land on "permanent patta" to another, on payment of substantial Nazzar. This witness has submitted before the Committee Exhibit No. 568 (a copy of the judgment in S.S. No. 1179 of 1925, Deputy Collector's Court, Usilampatti Division), to show that ryots are entitled to proper pattas in such cases.

The Diwan in his evidence denies that Nazzar is ever demanded in such cases and says that only for unauthorized squatting on lands 3 panams is ordinarily charged. Witness No. 227, however, states that it cannot be constructed as the lands in question have been in the possession and enjoyment of the ryots for a very long time.

Transfer of pattas.—The Diwan has stated in his evidence that some applications for transfer of pattas are delayed on account of the summary proceedings that have to be taken for recovery of rent. Another cause for delay according to him is the unsatisfactory work of the karnams over whom the estate has no control.

The ryots have complained that applications for transfer of pattas have to be made on printed forms for which the estate charges a rupee. The Diwan, however, has stated before the Committee that the practice which was obtaining till recently has now been given up and that applications for transfer of pattas can now be made on ordinary paper.

The Diwan has also stated in his evidence that arrears of rent must be paid before pattas can be transferred as only then the estate can proceed easily against the defaulters.

Assignment of darkhast lands.—Witnesses Nos. 227 and 230 state that lands are assigned on darkhasts only on payment of substantial Nazzar, and that poor ryots are afforded no means for their subsistence.

Loan facilities.—The Diwan states that there is some difficulty about the zamin ryots getting loans under the Agriculturists' Loans Act. They cannot also get any loans from the land mortgage banks. These difficulties are prevalent in all zamindaris and the Diwan agrees that it may be inferred thereby that the condition of the zamin ryots is worse than that of the ryotwari ryots in this respect.

Miscellaneous cesses and imposts.—Ryots have complained about certain cesses and imposts levied by the estate. The Diwan has deposed that as regards 'Sathavari' cess, he has instructed village karnams that it need not be collected. Regarding complaints about fees levied for 'passing cattle' he says that a fee of 8 annas per head of cattle and sheep taken to Manur Estate for consumption by Europeans. Cattle are taken through the estate over a distance of 15 miles for forest area and the fees charged are only grazing fees according to the Diwan. The ryots, however, contend that besides the cattle taken through the estate to be butchered, even the cattle of the ryots taken by them to their garden lands are charged. The ryots only object to this.

The Diwan has also deposed that manufactured articles brought by ryots from Travancore limits are not charged and states that if any impost is levied on them it will be unauthorized. He, however, admits that skins and hides brought from the hills are charged.

'Mahimai' and 'Taragu' cesses are collected to maintain public institutions. The Diwan says that the zamindar does not take a pie from these funds for his private use.

IDAYAKOTTAI ZAMIN.

Deed of Permanent Settlement was given in fasli 1281, i.e., 1872, to Muthu Venkatadri Nayagar, the ancestor of the present zamindar. The peshkash fixed was Rs. 7,000.

Oral evidence of the Zamindar of Idayakottai, witness No. 327.

The zamindar filed some papers before the Committee.

Analysis of documents, submitted.—Papers marked Nos. 1 and 2 show that the ryots lease their lands to sub-tenants and lease amounts are collected. Nos. 3 to 24 are applications for patta transfers and show the valuation of the lands. No. 25 is a lease deed and show that a ryot gets a lease amount of Rs. 250 for leasing 28 acres and 7 cents whereas the assessment is only Rs. 30-6-0. He gets nearly eight times the assessment. No. 26 relates to a land of 26 acres and 24 cents for which the assessment is Rs. 89-15-0, while the lease amount is Rs. 1,100 or twelve times the assessment. No. 27 is a similar document where the assessment is Rs. 29 and the lease amount is Rs. 200. No. 28 is another where the assessment is Rs. 71 while the lease amount is Rs. 350.

Nos. 29 and 30 are forest permits and show that the zamindar charges 2 annas per head for cattle and one anna per head for sheep.

Peshkash.—The peshkash is Rs. 7,000 excluding cesses; including cesses it comes to Rs. 9,000.

Assessment.—The highest assessment for wet lands in the zamin is Rs. 4-8-0, a cheap rate and it is less than Government rate in the adjacent areas.

Irrigation works and their maintenance.—There is only tank irrigation. There is also an anicut in the river that feeds the channels leading to the tanks. The estate employs a maistri who looks to tank repairs. The zamindar says that everything is in order and there are no complaints from tenants regarding irrigation facilities. The estate allots a certain sum every year for maintenance of tank.

Jamabandi.—Jamabandi is held every year.

Remission is given in case of complete failure of crops. The zamindar objects to having statutory provision for granting remission. He says that zamindars are human and sympathetic and remission will be given in all deserving cases. He is also of opinion that statutory provision will be unnecessary and lead to litigation.

Survey.—The estate was surveyed in 1906, when it was under the Court of Wards. The records of rights were prepared and the old paimash number continues. There are 13 villages in the estate.

Accounts.—The estate has all the registers and accounts which the Government maintains.

Revenue collections.—The village munsif is collecting the revenue. There are some difficulties. The zamindar, however, has not filed a single suit since he took charge of the estate. Rents are low; arrears are small and the zamindar feels he will be able to collect them ultimately.

Rent is collected in seven monthly instalments. There is no rent-campaign in the estate.

Amenities to ryots.—The estate is a small one. The zamindar, however, keeps stud-bulls for the home-farm and free service is allowed for the cows of ryots. Taps are provided on the roadside for supplying drinking water to the pedestrians. The needs of the cattle are also met by the construction of water-troughs.

Administration report.—Administration reports are prepared every year.

THEVARAM ZAMIN.

Oral evidence of Sri Arunachala Chettiyar of Thevaram, witness No. 225.

Ragi fee (forest fee).—This is grazing fee for cattle and sheep. Ragi fee is 12 annas. Rupee 1 is levied for those paying a kist up to Rs. 10. For those paying above, 2 annas is charged for every additional rupee. In 1892, there was a dispute about ragi fee. Some ryots refused to pay it. Thereupon the manager of the estate with some of his servants looted the house of the ryots, molested their womenfolk and drove them out. A ryot was also murdered. The manager of the estate and other zamin servants were sentenced to six months' imprisonment. (The witness files copy of judgment. Receipts for ragi tax are also filed.)

At present, some are paying 'ragi tax.' Others are not. The zamindar has filed a suit against certain ryots for "ragi fees."

Water-rate.—The estate levies water-rate. (The witness files water-rate demand notices.)

Tanks.—Tanks are not repaired though the estimate for repairs is sanctioned. The ryots have sent complaints regarding the same.

Sale of ryots' lands.—For arrears of rent, ryots' lands are brought to auction and the estate takes them for one anna. Such lands are worth Rs. 1,000 or Rs. 2,000. For such lands patta is granted to any one who pays Rs. 10 every year for one kuli of land. (The witness files the Adangal Register of 1926 to show the auction amount is one anna.) The witness got the adangal from the former zamindar.

The present proprietor.—The present proprietor is one Nattukottai Chettiyar, Sri AL. . . . VR. S. T. Chidambaram Chettiyar. The ryots had their own sufferings even during the time of the previous zamindar. In fact their sufferings are a regular succession dating from a long time. But according to the witness, conditions are becoming harder after the advent of the Chettiyar.

Oral evidence of Mr. Sankaralingam Pillai, witness No. 224, Thevaram Zamin, Periyakulam taluk.

Rates of rent.—Rates of rent are not definite and settled as in ryotwari areas. Rent is levied on cropwar basis. Rent is enhanced for lands improved at the expenses of ryots by digging new wells in the land.

There should be only one rate for wet lands and one rate for dry lands. For supplying water to wet lands a water-rate of 8 panams is levied. Even for water flowing from spring channels they are collecting a kalam of paddy for one kuli of land.

They are now collecting Rs. 4 or Rs. 4-8-0. Water is not supplied to those who do not pay the water-rate.

Garden lands.—There should be no garden classification; lands should be divided into wet and dry only. For garden lands improved at the expense of ryots by sinking new wells, enhanced rates are levied. For cultivating betel-vine they are levying such a high rate of 50 panams. One kuli of land will give sustenance to 50 people and by levying such high rates poor people are put to great hardship, states the witness.

Punja rates levied are 5, 6 and 7 panams. Rates prevailing in the ryotwari areas should also be adopted in the zamindari tracts.

Forest facilities.—Till 70 or 80 years ago, cattle and sheep were grazing freely in the forests. The ryots were allowed to take wood for agricultural implements. The estate is now levying a forest fee of Re. 1. The ryots should be permitted to cut certain unclassified trees free of any charge. Free grazing facilities also should be given. A civil suit is now pending between the zamindar and the ryots concerning unclassified trees.

New fees for earth and stone.—For removing earth and stone the estate is levying new fees. It has not yet come to force. The ryots, however, have filed a civil suit against it.

For removing stone, earth, Government should make provisions for necessary facilities.

Disputes.—Recently there was a riot. Zamindar's men and ryots came to a clash. One of the zamindar's men died. The cause of disturbance is due to the fact that the estate levies water-rate for wet lands not belonging to the ayacut. Zamindar's men diverted water from the spring channels and prevented water-supply to the ryots' fields. This led to the whole trouble.

Survey.—Survey was made in 1898. A new survey is essential now.

AYAKUDI ZAMIN.

Mr. Mahalingam Chettiyar, ryot, witness No. 221.

Rates.—Wet rate is levied on nanja-mel punja lands though an order of the High Court declares it illegal, according to the witness.

Survey.—The witness wants that the estate should be surveyed and cost should be borne by the zamindar.

ERASAKKANAYAKANUR ZAMIN.

Mr. Souridas Udayar, ryot, witness No. 246.

Survey, settlement and rates.—The witness traced the events that led to the survey and settlement and said that it was felt that even the settled rates were high.

The matter was again taken to the Board of Revenue who decided that the settled rates might be reduced by 12½ per cent. The zamindar has appealed to the High Court and the matter is pending there.

Pasturage.—Though the right of pasturage was allowed to the ryots they were not allowed to cut the trees or remove leaves for manure, free of any payment.

Mr. Perumal of Erasakkanayakanur, ryot, witness No. 247.

Water-rate.—He said that water-rate of Rs. 46 per acre was charged in addition to rent when water from the stream which was running waste was taken to cultivate the land.

GANDAMANAICKANUR ZAMIN.

Oral evidence of Mr. N. N. Perumal Naicker, Surangapuram (Gandamanaikanur Zamin ryot's evidence).

Rates of rent.—The proper punja rate for dry crops like cotton, ragi, cholam and cumbu is only 3 panams for one kuli. But the estate levies 7 and 8 panams for the same. The witness refers to a Privy Council decision which has laid down that the proper rate is only 3 panams and that enhanced rates should not be levied. The witness has not brought with him a copy of the Privy Council decision but says it will not be denied by the zamindar. There were petitions by ryots against the enhanced rates. But nothing has been done till now.

Tobacco.—For tobacco they levy a high rate of 7 panams and 8 panams. To a question by Mr. Rangasami Ayyangar, the witness says that though tobacco is a commercial crop and may be harmful to health, the ryot utilizes the little profit he may derive therefrom for manuring the lands and for other expenses.

Garden rates.—The estate levies garden rates above 8 panams which are excessive. For plantain cultivation a separate rate is charged. For guava an enhanced rate of 4 panams is charged. It is the case for sugarcane also. The estate charges just as it leases, without any definite policy. The witness wants that the prevailing high rates should be reduced and that only proper rates should be levied. Nothing should be exacted beyond faisal rates from the ryots. He said the estate computes and collects 16½ panams as Rs. 3-7-0 while the proper computation is only Rs. 3-7-0.

Irrigation facilities.—We have no irrigation facilities. We depend on wells for our cultivation. New wells are dug at a cost of 1,000 or 2,000 rupees by mortgaging the lands. Then again the soil is hard and our wells are not deeper than 18 or 20 yards. Each well will irrigate only 30 cents of land. Most of the wells became dry this year. *Yet for new wells, they have raised the rate from 8 panams to 12 panams.* The estate makes a distinction between wells that existed in the year 1855 and wells sunk subsequently. This distinction must go and enhanced rates should be reduced.

The river Vaigai is only two miles from our place. There was a scheme by the Court of Wards to construct an anicut and make the Vaigai waters available for our lands. The scheme was not put into execution somehow. Now that the Court of Wards is again managing the estate, the ryots request that necessary irrigation facilities should be given to them.

Poramboke lands.—If porambokes and other portions of communal lands are cultivated the estate levies four times the usual assessment. The proper thing will be a direction to relinquish or quit the land and not heavy assessment, as cultivation of communal lands will cause inconvenience to all concerned.

Hills.—We had all facilities before in the hills. We had lost them now. Ryots should be allowed to take wood for agricultural implements free of any charge. We should also be allowed to take stones for building houses and cattle-sheds, free of any cess. Similar concessions should also be granted for taking manurial leaves.

The witness does not know that the estate has parted with the hills and has no manner of right with regard to them.

He however pleads that they are "immemorial tenants" and that Government should secure those facilities to them.

Distraint proceedings.—Distraint proceedings take place without proper notice. For petty arrears, land worth 1,000 rupees is brought to auction and the zamindar himself purchases it. All these hardships should be removed. Ignorant ryots should be protected and the Act should be amended suitably.

Collection of revenue.—The estate employs certain persons for collecting rent. They have no pay. But they collect from the ryots 4 pies for every rupee of kist paid. Such illegal exactions should cease.

General requests.—Court-fees with regard to zamin lands are heavy now. They should be reduced and brought into line with ayan lands.

Land mortgage banks should be established in the zamin.

The ordinary ryot does not know that houses should not be built on patta lands. *The zamindar however demands 20 years' assessment and houses worth Rs. 4,000 are taken in auction for 4 annas.* Government should come to the ryots' rescue in such cases.

At present darkhasts for *cardamom gardens in ayan forests* are not granted if the zamin ryot does not own any land in the ryotwari area. The Government should help the zamin ryots in this matter.

There are no facilities for transfer of pattas.

More dwelling sites (by converting the patta lands if necessary) should be provided for, as the population in the villages increases every year.

Printed forms.—Every petition or application is to be made on a printed form which the estate sells for one anna. This practice should be stopped.

Ryots' grievances—

- (1) For house construction 20 times assessment is charged.
- (2) Darkhast for cardamom gardens not granted unless ryot owns land in ryotwari area.
- (3) More house-sites should be provided.
- (4) Printed application form sold for one anna.

AMMAYANAYAKANUR.

	RS.	A.	P.
Present peshkash	13,474	15	9
Total rent roll	51,136	2	8

The estate contains 17 villages.

The extent is the total of wet, dry and garden.

Rates of rent.—Rates were fixed in fasli 1312 and their previous history is not known. These rates were fixed on the basis of quality of soil.

The rates of rent prevailing in this zamin are—

- For wet lands—2 to 25 panams (a panam is As. 3-5 ; kuli = 59 cents).
- For dry lands—2 to 17½ panams.
- For garden lands—4 to 15 panams.

For betel leaf or wet lands the rent is 50 panams per kuli in addition to the taram assessment. For sugarcane in wet lands, the rent is one-half times the taram assessment for paddy, betel leaf, sugarcane and plantain in dry lands with tank water, the rent is one-half times the taram assessment.

These all are irrespective of the nature of the soil.

Customary levies.—No customary levies.

Irrigation.—There are ten tanks in the estate ; most of them are in good condition.

	RS.
Amount spent on repairs within last ten years.	32,700

Tanks are all in fairly good condition says the manager of the estate.

Extent of tank-bed assigned 609·78 acres.

Waste lands assigned since 1908—

Wet	203·98 acres.
Rate per kuli from As. 13-7 to Rs. 4-4-0.	
Dry	1,476·36 acres.
Rates from As. 6-9 to Rs. 5-13-8.	

Garden lands.—6·35 acres.

Rates range from Rs. 2-2-0 to Rs. 2-8-0.

Demand, collection and balance for fasli 1346.—

	RS.	A.	P.
Demand	60,133	0	9
Collection	27,887	4	8
Balance	33,497	5	1

System of accounting.—Pattas are given to the ryots and muchilikas obtained from them. The amount shown in the Variyadu are collected in eight instalments by the village munsis.

who remits the amount into the zamin treasury with thandals for collection made. Chalai is prepared in duplicate for the acknowledgment of the amount remitted, one to be given to the remitter and the other to be retained in the office.

Inams.—No inams.

ELAYARAM PANNAI (SATTUR TALUK).

Oral evidence of Mr. Sivanthuraja Nadar, witness No. 245, Elayaram Pannai, Sattur taluk, Ramnad district.

Rates.—Rent is high. For cultivating tobacco, Rs. 26-11-8 is levied for one kottah, i.e., 1 acre and 62 cents; for plantain, Rs. 22-4-0, for chillies, Rs. 17-15-0 and for ragi, Rs. 7-15-8.

(The witness files receipts and pattas.) Rent should not be levied on cropwar basis. There should be only one rate for all crops as in ayan lands.

Pattas.—It is difficult to get pattas transferred. The witness complains that in a joint patta, the land of one ryot who has paid rent is brought to auction for rent due by another joint pattadar. Such lands are taken in auction by the zamindar and added to his pannai lands.

Survey.—The estate should be surveyed and settlement properly effected.

Little tanks and ponds.—The ryot should be allowed to take manurial clay from little tanks and ponds in the village. But the zamindar has brought them under patta.

Rates of rent with special reference to rates fixed by Mr. Hurdis, the rates of Mr. Peter's which revised and modified the excessive high rates of Mr. Hurdis and lastly the rates popularly known as manoraji rates—the history, legality and enforceability of such rates, together with all other points referred to with regard to Ramnad and Sivaganga and other estates, have all been considered in detail and perhaps even exhaustively, so that it will not be necessary to discuss similar points in regard to all other estates that follow.

In the Tinnevely poliams, is dealt with, the Thirukkaramgudi endowment inam estate.

TINNEVELLY PALAYAMS AND THEIR PERMANENT SETTLEMENT.

The origin of poligars has already been referred to—how as an administrative measure they were established in the Pandya country by Aryanatha Mudaliyar, the celebrated general of Viswanatha, their Tamil name, Palayakaran, “holder of an armed camp” sufficiently describes the basis on which the power of these chieftains rested. The nature of the palayam tenure has been previously dealt with and we may now take a rapid glance at some of the special features of the poligar system in Tinnevely district and the exciting, sanguinary events in the latter part of the 18th century and in the beginning of the 19th century which eventually led to the permanent settlement of the palayams in the district, barring a few ones, which have been sequestered or confiscated for rebellion.

The leading feature of the land revenue system of the district in the 18th century is that a large portion of the country is divided up among poligars to whom is entrusted the duty of collecting what they can from the inhabitants of their allotted portions or palayams, while at the headquarters of the districts, a ‘renter’ appointed by the Central Government or circar is responsible for collecting on behalf of that Government, tribute or peshkash from the poligars and for remitting also a stipulated amount of rent from the territories under his direct management.

Thus, palayams and circar lands were, each, from the beginning on a separate footing and developed on different lines.

The Tinnevely Gazetteer is rather hard on the poligars of the district and its references to them are scarcely complimentary. That they usurped immense revenues from the circar villages which were nominally under the direct management of the ‘renter,’ that they appropriated the office ‘stalam kaval’ and its fees, that they invented and corrupted a new system of police known as ‘desakaval’ for which they extorted payment, that they levied land duties, taxes on ploughs, looms, shops and labourers, that they were ‘armed with a rabble of desperate marauders to enforce obedience,’ and that they, to crown all, practised free-bootery, are the charges laid against the poligars. We learn further that the ‘renter’ was powerless against the poligars and that only by employing military force he could exact from the poligars the contribution due to the central exchequer.

The Gazetteer further states that it was the refractory behaviour of the poligars that first brought the Nawab of Arcot and his allies, the English, into contact with Tinnevely

and that for nearly half a century, the East India Company had a hard time, sending expedition after expedition to suppress “the rebellion of one confederacy after another and to extort the payment due from defaulting poligars.”

In accordance with the treaty concluded with the Nawab in 1792, the poligars were placed under the authority of the East India Company. On 12th July 1792, Mr. Benjamin Torm, was appointed “Collector of Zamindar and Poligar peshkash in the Tinnevely, Trichinopoly, Ramanathapuram and Sivaganga districts.” Mr. Landou succeeded him in the same year and proceeded to make inquiries and to report on the claims to all sorts of extravagant fees which the poligars were asserting. He was followed by Mr. Powney in 1794 and Mr. Jackson in 1797. Revolts and uprisings marked the period and attempts were made to disarm the poligars. But drastic measures were taken only in 1799.

Katta-bomma Naick, poligar of Panchalankurichi, who led the most sanguinary insurrection against the East India Company fell in that year and on the execution of that poligar, proclamation was issued that the poligars should be disarmed and relieved of all police and military duties and that their forts should be destroyed.

The estates of six poligars (viz., Panchalankurichi, Kulattur, Kadalgudi, Elayairam-pannai, Kolarpatti and Nagalapuram), who joined the last outbreak, were sequestered. Three of them (Panchalankurichi, Kulattur and Kadalgudi) were distributed to the poligars of Etayapuram, Maniachi and Melamandai, in recognition of the good services rendered by them, to the East India Company, during the rebellion. The remaining three palayams were confiscated.

Mr. Lushington (who had succeeded Mr. Jackson on the 12th January 1799), proceeded to make a settlement with the remaining 25 poligars. All the lands which had been improperly annexed to the poligars' villages were resumed and the total peshkash newly imposed on all palayams, together exceeded by 117 per cent, the maximum which they had ever paid before. The increase was very much due to the poligars' military services being dispensed with and commuted consequently into money-payments.

The next serious rebellion, the last of the series, occurred in 1801 and was quelled in the same year. Orders issued in 1799 for the disarmament of the poligars and the demolition of their forts were thoroughly and successfully enforced.

In September 1802, Mr. Lushington (who, on the cession of the Carnatic Province to the East India Company in 1801; was appointed Collector of Tinnevely) submitted a comprehensive scheme to a special commission appointed for the settlement of “the Southern Palayams.” A careful valuation was made of each palayam based on the estimate prepared by himself in 1800, and by previous Collectors of ‘poliga-peshkash’ and the result was a slight decrease in the total demand now settled as compared with that fixed in 1800. The proposals of Mr. Lushington were accepted by the Government in 1803 and in the same year 25 poligars received the sanad-i-milkiat-istimrar and thence forward became zamindars. The three confiscated palayams were divided up into nine mittas and sold.

Government took over the desakaval fees after the rebellion of 1799 and now the extensive salt, sayar and abkari revenues which most of the poligars had formerly collected from their estates, were also resumed. The remaining income was taken as the gross annual value of the palayams and on this amount the peshkash, in proportions, varying from 30 per cent (in the case of small and unproductive Alagapuri) to 65 per cent (Urkad with its valuable wet lands) was calculated for each estate.

The 25 zamindaris for which permanent sanads were given in 1803 are the following. Some of them were subsequently included in other districts, as shown below, for administrative purposes:—

Tinnevely.

- 1 Ettayapuram.
- 2 Melmandai.
- 3 Attankarai.
- 4 Kadamdur
- 5 Maniachi.
- 6 Sivagiri.
- 7 Talaivankottai.
- 8 Auvadiapuram.
- 9 Naduvakurichi.
- 10 Alagapuri.
- 11 Uthumalai.
- 12 Surandai.
- 13 Chokkamtati.
- 14 Urkad.
- 15 Singampatti.

Ramnad.

- 16 Mannarkottai.
- 17 Sennalgudi.
- 18 Kollapatti.
- 19 Seithur.
- 20 Pavali.
- 21 Kollankondai.

Madura.

- 22 Peraiyur.
- 23 Elumalai.
- 24 Sandaiyur.
- 25 Saptur.

ETTAYAPURAM ZAMINDARI.

Etayapuram is one of the ancient palayams in South India. According to the Tinnevely Gazetteer, the Poligar of Etayapuram was of Telugu origin, and owed his palayam to the favour of the Nayak Dynasty of Madura. During the military activities of the British in South India in the years 1756–57, the Poligars of Etayapuram seem to have played a prominent part. In the famous insurrection of Kattabomma Nayak of Panchalankurichi, against East India Company, the Etayapuram Poligar rendered valuable assistance to the British.

It is stated in the memorandum submitted by the zamindar, that “the Poligar (of Etayapuram) was wrestling village after village from the neighbouring poligars by his military incursions and adventures.” In the year 1802 when the permanent settlement was made, 106 villages were in the occupation and enjoyment of the zamindar.

In recognition of the services rendered by the zamindar in Panchalankurichi rebellion, Government granted another 79 villages. Thus in all, 185 villages, details of which are given in the sanad-i-milkiat-istimrar, granted to the zamindar, constitute the zamindari proper. Subsequently other villages were acquired from time to time by the zamindar from the estate funds. The estate as now constituted, has villages in three districts of Tinnevely, Ramnad and Madura, and the total number in each is 328, 47 and 15, respectively.

	RS.	A.	P.
Total rent roll (according to the Diwan)	3,99,000	0	0
Peshkash	77,638	13	9

System of assessment.—Nowhere in the zamindari, rent is collected in kind. The existing rates of money-rent have been in force for over 60 years, except in one place, known as Golvarpatti, where, rent in kind has been commuted into cash about 20 years ago.

Classification of lands and rates of rent.—Lands are classified dry, wet and garden. Dry rates generally range from As. 5–8 to Rs. 2–1–6 per acre in one portion of the estate, i.e., Etayapuram.

In Vallanadi division, the rate for wet lands ranges from As. 7–4 to Rs. 8–1–9, and in one case there is an assessment of Rs. 22–8–4 per acre for three acres.

The Diwan could give no reason for this high assessment. He could only reply that it is the classification in the settlement. The ryot had relinquished the land on account of the heavy assessment. He was told by the Diwan that if he represented matters to him and if found reasonable, the rate would be reduced and brought into conformity with the rates prevailing elsewhere. Nothing happened however. The Diwan has deposed that this high assessment was noticed by him recently when he was examining the rates.

Wet rates in Etayapuram range from As. 7–4 to Rs. 8–1–9 per acre. Rs. 22–8–4 per acre is levied in one case in Therkuvandanam village. As regards wet lands, the same rates prevail since 1865 according to the zamindar's memorandum. Total area of wet lands in the zamin is 6,433 acres and 42 cents according to the Diwan.

Garden lands.—In the estate proper there are garden lands with varying assessment. In two villages the rates are higher than elsewhere, viz., Rs. 7–4–11 and Rs. 8–12–10 per acre. Crops grown on garden lands are chillies, onions, ragi, cambodia cotton and some of the commercial crops.

Tobacco, plantain and sugarcane pay special crop assessment along with “taram” rate. Kodikal (betel-vine) assessment including “taram” assessment ranges from Rs. 59–10–0 to Rs. 119–3–11 per acre. The fact that the above rate is charged only for second and third years of the betel cultivation, does not minimize the excessive nature of the rate.

Dispute about garden rates.—Ryots questioned the garden rates, litigation went up to the Privy Council. Later decrees were also obtained from the High Court with regard to garden lands, in suits filed by a second batch of ryots. Rates fixed by the High Court were 7, 8 and 9 panams on the ground that the local custom proved it and so its continuance was ordered.

In the case which went up to the Privy Council (Privy Council Appeal No. 86 of 1916) it was decided by that Judicial body that proper rates were only 3 and 4 panams. Judgment was delivered by Lord Sumner. The Diwan has stated in evidence that so far as

the merits of the two cases were concerned contentions were the same, lands were similar and that the yield was also similar. In these circumstances, therefore, the Privy Council has decided the question of rent properly. Lord Summer has observed in his judgment that the first court rejected the zamindar's evidence of custom and that the High Court also questioned its validity and found that the alleged contracts to pay at the 8 panams rate was 'Nudum Pactum.' Lord Summer also observed that the zamindar did not deny the ryot's statement that the field in question was a punja land bearing 4 panams rate of assessment, but since the well had been sunk, the defendant, i.e., the zamindar has been charging garden assessment without having any right to do so.

These are therefore cases, where garden rates were levied on dry lands, improved at the expense of ryots. It may be observed in this connexion, that the judgment of Sir T. Muthusami Ayyar, and Mr. Justice Best in S.A. No. 1525 of 1892, is illuminating.

Rates compared.—The Diwan states that dry rates in the zamin are lower than in the neighbouring Government areas.

Ryots' evidence with regard to rates.—Witnesses gave evidence on behalf of ryots that the rates of rents prevailing in the zamin are high. Mr. Muthusami Mooppanar of Pithapuram village (witness No. 204) states that he is paying Rs. 35 for one acre and 85 cents of wet land. He has also deposed that the estate collects a rate of Rs. 9 or Rs. 10 per acre for ragi, cholam and chillies. The witness continuing states that income from lands is very meagre and leaves practically no margin for the ryot after the kist is paid.

Mr. Ramasami Mooppanar of Naduvapatti village (witness No. 205) states that he is paying an assessment of Rs. 18-12-0 per acre for wet lands, while the rates in the adjacent Government villages are only Rs. 3-12-0 and Rs. 5-10-0 per acre. This witness also states that rates are enhanced on betel cultivation, though the lands in question are watered with the aid of wells sunk at the expense of the ryots. This witness also complains that about eleven years ago, at the time of granting pattas, the ryots in the village were coerced to enter into an agreement containing certain unconsonable conditions.

Witness No. 207 of Iratchi village.—Mr. Ponniah Mooppanar (witness No. 207) of Iratchi village, states that he is paying a wet rate of Rs. 23-7-6 per kota (1 acre and 85 cents). The witness states that in the Government village of Gangaikondan which is quite near his village, wet rate is only Rs. 8-4-0 per acre. He draws a sad picture of the lot of agriculturists in the zamin. "There is no water enough even for the first crop; there is no water even in wells sunk at an expense of Rs. 500; there has been no good crops for the past ten years. The witness had emigrated to Malaya, made some money and returned to his native village. He is now paying the kist from the earnings he had made in Malaya.

Witness No. 204 had stated in his evidence that the estate levies a tax known as "Poon-Theervai" of Rs. 8 or Rs. 10 per annum on garden crops raised on dry lands improved at the expense of ryots.

Irrigation sources and their maintenance.—Irrigation sources in this zamindari are chiefly rain-fed tanks about 95 in number. The Diwan has stated in his evidence that they are fairly in good condition. Ryots however complain that the estate is doing no repairs to the tanks. Witness No. 204 had deposed that the zamindar diverts water from tank to irrigate his private lands and that ryots are put to great hardships on this account. Witness No. 207 had deposed that tanks are in bad repair and that the estate does not permit ryots to make repairs. This witness has also deposed that the tank in his village will breach if there is heavy rain.

The Diwan has stated in his oral evidence that a provision of Rs. 10,000 is made every year, for repairs to irrigation sources. He admitted that the amount allotted was insufficient for 390 villages situated in three districts. He has also stated that there is an accumulation of arrears amounting to a lakh every year and that if finances of the estate permitted, more funds will be provided for irrigation facilities.

Irrigation works and Government supervision.—The Diwan has deposed that he is for requesting the Government to appoint a special officer who will periodically inspect the irrigation sources, note their condition and send a report to the zamindar and if the zamindar does not attend to repairs within a particular period, Government may carry out repairs and recover the expenses from the zamindar.

The Diwan thinks that it will not work efficiently, if instead of appointing special officers, divisional engineers, are deputed to do the work.

Forest facilities.—There are certain forests in the zamindari which are closed to ordinary felling of trees, grazing, etc. These forests are worked under the coupe system

on commercial lines. Unreserved forests are open to the ryots and free grazing is permitted therein. There are no restrictions as regards grazing except in the case of big tanks where grass is leased on contract during the season. As for fuel and green manure the estate imposes no restrictions but margosa, karuvelam and other trees are classified as reserved as they are valuable timber. These should not be felled by ryots according to the estate authorities. The Diwan has stated that application for free grant of wood for agricultural implements are sanctioned. These facilities are not however granted in reserved forests. The Diwan has deposed that no special inconvenience or trouble is experienced by ryots and that there is generally no prosecution for forest offences.

In reserve forests certain fees are levied for fuel, grazing and manurial leaves. Ryots feel them irksome and excessive. Witness No. 204 has complained that the estate does not allow ryots even to remove reeds from ponds. He has also pleaded for free grazing facilities, etc.

It may be noted here that the so-called "Reserved" forests in the zamin, are only formally 'reserved' and not under the provisions of the Forest Act.

Trees.—Ryots have complained that even unclassified trees in the villages are not allowed to be felled by them even though the estate has not planted them.

Miscellaneous cesses and levies.—Witness No. 204 has deposed that customary cesses like 'sandippu,' etc., are levied. According to him estate levies as. 4 per cart-load for earth in tanks; a levy of as. 2 and as. 4 is also collected for earth used as manure for kodikal cultivation. A levy of about as. 4 to as. 8 is collected per cart-load of stones even though they are on patta lands. As regards 'sandippu' cess the Diwan has stated that it is collected in a few places as most do not pay their cess.

House-sites.—Witness No. 204 has deposed that house construction is permitted on 'nattam' lands, only on the payment of 12 years' assessment. Witness No. 207 has mentioned a hard case in this connexion. This witness built a house on a portion of his patta land. This was about twenty years ago. The zamin officials are now demanding twenty years' assessment from him.

Transfer of pattas.—Witness No. 205 has deposed that illegal demand are made by Estate clerks and that they take Rs. 2-8-0 for every patta while the scheduled rate is only Re. 1. He has also stated that it will be helpful if pattas are given directly by the Government. The Diwan has stated in his evidence that new pattas should be issued only if there is a change with regard to the holding and that to have a number of pattas, written up again and again for the same holding is unnecessary.

Rent collection.—According to the Diwan, the present system of collection of revenue is very defective, because the village servants are not under the control of the zamindar. He would have it that the repeal of section 11 of the Act of 1802, has brought all difficulties. The Act of 1802 and section 11 worked till about 1894 when Village Officers' Act was passed. The Diwan further stated that before 1894, the karnam was a subordinate of the zamindar and if any Government work had to be done it was done through the zamindar and there was no dual control. Section 11 of the Act of 1802 was omitted in the 'sanad-i-milkiat-istimrar' and as a consequence the Diwan complains that the zamindar had practically no control over village servants. The Diwan is not in favour of collection work being entrusted to village officers under the supervision of the Government.

Rent collection by honorary workers.—There is a system prevalent in this zamindari by which rent collection is entrusted to certain agents of the zamindar. These are honorary workers. The Diwan has deposed that these men are employed when the village officer is incapable of collecting rent or refuses to perform his duties. He has stated that there are complaints against these honorary workers once in a way, but he could not say there was any harassment whether this system will not lead to illegal exactions, he has not examined but would consider it.

Kist sent by money order.—The Diwan is of opinion that if suitable provisions are introduced in the Estates Land Act, there will be no difficulty in accepting money orders except in the case of adverse claims and that as it is the estate refuses money orders only when sufficient details are not given.

Sale of ryots' holding.—The Diwan desires to revert to the old procedure under the Rent Recovery Act, i.e., summary procedure with regard to collection of rent especially with regard to attachment of lands, movables, etc. He is of opinion that the Amending Act gives relief neither to landlord nor to the tenant. He has also stated in his evidence that the court-fees paid for suits is Rs. 11-4-0 per Rs. 100, and that he would welcome any reduction.

Remission.—The Diwan is of opinion that there should be no remission in the case of dry lands and the reason he gives is that it is the mamul prevailing in all zamindaris. Personally he is of opinion that if there is wide calamity, remission may be given, more especially if remission is given in the adjoining Government villages. In that event, he wants that proportionate remission in peshkash also should be granted.

Occupancy rights.—The Diwan thinks that public opinion is not sufficiently advanced that rights of occupancy should be conferred on under-tenants.

Re-survey.—To a question, whether in re-survey, any excess of land goes to the zamindar, the Diwan has deposed that where ryots are enjoying the lands they do not pay anything; when the excess is detected it is generally assigned.

Public institutions.—The Diwan has stated in his oral evidence that the zamindar is maintaining a secondary school, at a cost of Rs. 3,000 a year. There is also a Women's and Children's hospital in the estate, costing nearly the same amount. The Diwan stated that only last year the estate received from the Government a grant of Rs. 1,000 for the school.

SIVAGIRI ZAMINDARI.

									RS.	A.	P.
Rent roll	...	...	...	...	...	...	...	...	1,42,469	5	1
Peshkash	...	...	...	...	...	...	...	...	41,455	2	3

This estate contains 102 villages.

Rates of rent.—As stated in the zamindar's memorandum, wet rates range from Re. 1-12-8 to Rs. 29-6-3. Dry rates range from Rs. 2-11-11 to Rs. 4-8-0.

Half of the lands in the zamindari pay rent in kind and the rest pay money-rent. Varam system was in force from the time of the permanent settlement up to fasli 1327 when money-rent was fixed with regard to certain lands. According to witness No. 211 (ryot of Sankaran Koil taluk) wet rates in his parts generally range from Rs. 3-3-9 to Rs. 6-8-0. This witness, however, has filed a patta of Viswanatha Puri village to show that wet rates there are Rs. 40 and Rs. 43. In this adjacent ayan village of Thirmalapuram the rates range from Rs. 4 and Rs. 5. The rates in the zamin formerly ranged from Rs. 3-3-9 to Rs. 6-8-0 on varam basis. According to the witness these rates were in vogue for about 70 years and in 1913 they were commuted into money-rent. Such high rates as Rs. 40 and Rs. 43 are accounted for by the fact that when the commutation took place the price of paddy was Rs. 18 and Rs. 19. Prices have fallen considerably since then and the present prices are only Rs. 5 and Rs. 6 per kalam. Besides the commutation rate was fixed arbitrarily to augment the income of the zamindar and the ryots' labour and expenses, according to the witness, were not taken into consideration.

Dry rates according to the witness is 10 panams. For 'wet-dry' land the rate is As. 12-4. In the case of such lands the adjacent lands are wet lands and water percolates therefrom, rendering impossible the cultivation of dry crops on these lands. Thus, these lands become frequently unfit for wet crops and dry crops alike. If however, the ryot attempts to raise wet crops he will have to pay an assessment of Rs. 4 on these lands. Dry rates in the adjacent ryotwari area vary, according to witness, from As. 13-0 to Re. 1-2-0.

Garden lands.—Punja rates generally prevail. In the case of garden lands improved, with the aid of wells, sunk at the expense of ryots, the witness (No. 211) has deposed that enhanced rates are levied. If sugarcane, betelvine, etc., are cultivated, rates levied range from Rs. 14 to Rs. 18.

Witness No. 212, ryot of Thenmalai village, has deposed that wet rates in his area, range from Rs. 4 to Rs. 25. Rates in ryotwari tracts nearly vary from Rs. 3 to Rs. 6. The witness has submitted a patta to show that 100 acres of land in his village pay at the rate of Rs. 25 per acre. He has also stated that the yield of land is poor; price of paddy now ruling is very low and that as a consequence, the ryots are finding it extremely difficult to pay the high commutation rate. This witness states that reversion to rent in kind will be helpful, if harassment by zamin officials can be avoided. 'Varam' paid formerly, was just a little above half the gross produce. The witness wants that ayan rates ranging from Rs. 3 to Rs. 4-8-0 should be adopted in the zamin.

The enormity of crop war assessment.

Witness No. 213 has deposed that rates vary according to the crops raised. According to this witness, proper dry rates would be only As. 12-4, As. 10-5 and As. 7-8. But the witness complains that if the ryot improves his dry lands with the aid of wells sunk at his own expense and raises plantain, brinjals, onions, three different rates are levied, i.e.,

Rs. 14 for plantain; Rs. 14 for brinjal; and Rs. 14 for onion; all on one acre of land. In fact one acre of land bears rent payable on 3 acres and that at a very high rate. According to this witness if a ryot raises on one acre of land, plantain, brinjal and onion, he will have to pay a total assessment of Rs. 42, i.e., Rs. 14 for plantain, Rs. 14 for brinjal and Rs. 14 for onion!

Irrigation facilities.—It is stated in the zamindar's memorandum that the amount spent on repairs to irrigation sources within the last ten years is Rs. 3,176-9-11.

Witness No. 211 has stated in his evidence that the zamindar never does any repairs to tanks or channels. In this connexion the ryots filed a suit; petition was also sent to the Collector. The Collector directed that the zamindar should effect repairs to tanks and channels. The suit was also decided in favour of the ryots. The zamindar filed an appeal, but the High Court in 1932 confirmed the decision of the lower court. All the same, the zamindar has not done any repairs till now. Incidentally, the witness complains that the policy of the zamindar in converting punja lands into permanent nanja lands, affects the ryot injuriously. It is also his complaint that water is frequently diverted to irrigate the private land of the zamindar, with the result that there is often failure of crops in ryots' fields owing to lack of sufficient water-supply.

Witness No. 212 has mentioned an instance of the zamindar's indifference to irrigation works, in spite of the Collector's orders. The order was made by Mr. Tampoe in 1926 with regard to breaches in Keelakaraisal tank. Yet up till now more repairs have been done to it.

In 1935 again, the ryots had occasion to file a petition to effect repairs to tank. The estate then gave an undertaking in writing that within April 1936, the necessary repairs would be effected. The estate however did not act up to it. The Collector thereupon ordered that the repair should be done within October 1937 or the estimate of costs for repairs should be deposited in Court. The estate asked for one year's time and the request has been granted. Thus the matter is now pending.

Irrigation sources to be under the supervision of the Government.—The witness (No. 212) has also complained that at present, much difficulty is experienced with regard to filing petitions for repairs to irrigation sources. One-fourth of the total ayacutdars have to file a joint petition. Deposit of money is also necessary. The witness therefore desires that suitable provisions should be included in the Act to obviate difficulties. He has also referred to zamindar's diverting water for his private lands to the detriment of the ryots' fields and stated that irrigation sources should be under the supervision of the Government.

Forest grievances.—Witness No. 211 has mentioned certain grievances regarding forests in the zamin. There are forests in the zamin, with an extent of 39 square miles. A portion of the forest, 1 mile long and 4 miles broad were in the enjoyment, formerly, of ryots on payment of low fees. Subsequently on the assurance of the zamindar that all facilities would be allowed as before, the portion referred to, was taken by him. At present however, according to the witness No. 211, only the rich and influential people are given the required facilities in the forest, while the weak go to the wall.

The witness has also deposed that the zamindar has recently sold 250 acres of forest lands, to a gentleman from Rajapalayan. This gentleman has settled down to cardamom cultivation after felling a good number of trees.

Trees are also felled according to the witness in the following forests; Ullattrupannai, Theniatrupannai, Kombaikkadu and Vaduganoor. 'Thus', depletes the witness, 'denudation of forests is proceeding at a rapid pace, affecting harmfully the ryots' interests,' e.g., preventing the stagnation of rain water on the surface of lands.

Witness No. 213 has deposed that forests are divided into three portions, viz., 'evergreen solai', 'semi-solai' and 'lower ground'. Evergreen solai and semi-solai having been reserved for rainfall are closed to the zamindar and the ryots alike. The witness has deposed that in semi-solai the zamindar has assigned on patta 400 acres, recently. In evergreen solai, he has felled trees and granted pattas for the cultivation of tea and coffee.

The witness is filled with anxiety that such denudation of forests will very much affect the rainfall and lead to aridity of the soil. He has also stated that the zamindar has signed a contract for permitting trees to be felled in the forests. The contract will be in force till 1960 according to the witness.

Communal lands.—Witness No. 211 has deposed that last year and year before last, communal lands to the extent of about 200 acres were assigned by the zamindar, on patta. The witness has shown an item in the village register, in support of the statement.

Witness No. 212 has stated in his evidence that a portion (3 acres and 51 cents) of the cattle stand in Thenmalai village has been assigned on patta to the zamindar's mother.

Patta number according to witness is 722. Survey number of the cattle stand is 109. A tank in the village which was used for drinking and bathing purposes was filled up with earth according to the witness and brought under patta.

All this happened four or five years ago, states the witness.

Witness No. 213 has complained that tanks, porambokes, palmyra topes and other communal lands are being gradually assigned on patta or sold by the zamindar. He has also stated that tank-bed lands in Muthukulam tank was assigned on patta to a favourite of the zamindar. The assignment was held illegal by the Collector and the witness has stated that an appeal against the Collector's orders is now pending in the High Court. According to the witness extent of lands assigned in the above case was 11 acres and 50 cents and that survey number was 80. He has also deposed that tank-bed lands to the extent of 4 acres in Melapannai village were also granted on patta and that two acres in Thenmalai village and some land in Chinnalamperi were also similarly granted.

The witness further stated that there was no grazing field for cattle and that forests originally set apart for ryots' use have been brought under patta. It is also his grievance that a fee of 1 anna and 2 annas is levied for cart-load of sand and stones taken from the hills. Formerly the ryots were removing them freely. The witness has expressed strongly that communal lands are there for use and enjoyment of ryots and that the zamindar has no manner of right to deprive them of the benefits of these lands.

Pattas.—Witness No. 211 has deposed that pattas are not renewed even though lands change hands. Petitions in this respect bear no fruit. The zamindar issues new pattas if he is paid some money. The witness himself has personally paid money to the zamindar for renewal of patta. The witness has also stated that lands are brought to auction for the default of one joint pattadar and the zamindar takes the land for nominal price. He has also said that pattas give no clear particulars as to lands held under it.

Witness No. 213 has stated in his evidence that pattas are not issued in proper time, and that an extra payment has to be paid to the zamindar for renewal of patta.

Jamabandi.—Witness No. 211 has deposed that no jamabandi is being held now and that ryots are put to much inconvenience and hardships as a consequence. The witness therefore requests that provisions for periodical holding of jamabandi should be made.

Survey and settlement.—Witness No. 213 has deposed that the estate has been surveyed but there is no proper settlement and that it is not possible to know the extent of land under the old paimash and extent of lands under the subsequent survey. According to this witness, the ryots are not sure what amount of rent they have to pay till the last day. Witness No. 211 has made similar complaints.

Summary suits.—Witness No. 211 has deposed that the estate files about 100 or 150 summary suits every year.

Remission.—Witness No. 211 has stated in his evidence that remission is never given even in hard deserving cases. The witness has complained that water is diverted to irrigate the private lands of the zamindar with the result that there is a failure of crops frequently in ryots lands owing to lack of adequate water-supply. The blame is however thrown on the ryots, and remission is not granted. The witness draws a harrowing picture of unrelieved suffering on the part of the ryots and unredeeming callousness on the part of the estate.

Occupancy rights.—Witness No. 211 and witness No. 213 have expressed themselves in favour of conferring occupancy rights on under-tenants. Witness No. 213 has stated that majority of ryots are of the same opinion.

Undue influence and illegal exactions.—Witness No. 211 has complained that even elementary rights are violated by the zamindar. According to him, the zamindar exercises undue influence and puts pressure on ryots in connexion with elections to local bodies. Ryots have to vote only for the zamindar's nominees or those whom he favours, according to the witness.

The witness further complains that if the zamindar fancies certain cows, bulls or sheep of the ryots they will have to be sent to him and non-compliance with the zamindar's wishes will result in harassment in various ways. The witness continuing states that litigation is expensive. 'As against the wealth and the resources of the zamindar, the ryots are too poor and lacking in unity, to establish their rights in Courts of Law.' The witness therefore wants that the zamindari system should be abolished. In that event, he states that the zamindars may be given some compensation or allowance. If that is not found feasible, the witness wants that a commissioner should be appointed in every estate to protect the interests of the ryots.

Witness No. 213 corroborates the statements of the previous witness with regard to illegal exactions and states that corruption is the rule at present, in the estate, and that no information will be forthcoming from the estate officials if decent tips are not given to them. He also states that the estate officials have not drawn their pay for five or six months past.

Amenities to ryots.—Regarding general amenities available in the estate, witness No. 211 has expressed himself in the following manner :—

During the management of the Court of Wards, some contribution was being made to the local hospital. It was stopped afterwards. A veterinary hospital was also working. It was closed subsequently. An experimental farm was being run for the benefit of the ryots. It went out of existence along with the Court of Wards. The estate is collecting chatram cess. This is meant for providing food and lodging convenience to ryots who come to the headquarters. But no such facilities are now given.

The zamindar and zamin officials.—Witness No. 211 has deposed that the zamindar is inaccessible and that zamin officials are indifferent to the well-being of ryots.

SAPTUR ZAMINDARI.

The permanent settlement of Saptur zamindari takes us to the troublous and unsettled times which prevailed towards the end of the 18th century when the political power of the Nawabs of Arcot was fast ebbing away and the East India Company was coming into ascendancy.

The treaty of 1792 concluded between Mahomed Ali, Nawab of Arcot, and East India Company provided that "poligars dependent on the Soubahdarry of Arcot should be transferred to the exclusive authority of the British Government."

The poligars, however, did not readily submit to the new power. They did not prove "useful subjects and obedient tributaries to the British Government." They retained a strong desire to continue their exercise of military and independent power and there were insurrections by several poligars against the Company rule. The Court of Directors, therefore, uniformly insisted on the "absolute suppression of the military power of the poligars and on the substitution of a pecuniary tribute more proportionate than the ordinary peshkash, to the resources of the poligars' countries and more adequate to the public demand for defraying the expenses of Government."

Report from
the Special
Commission to
the Governor-
in-Council,
Fort St.
George date
5th April
1803.

The East India Company was therefore bent upon "converting the ferocious and turbulent character of the poligar tenure into the peaceful and beneficial conditions of zamindar."

With specific reference to the palayam of Saptur, the Poligar Camia Naick withheld his tribute and began to defy the East India Company in various ways about fasli 1205. In consequence, he was dispossessed of his palayam and the palayam was placed under the direct management of the East India Company. The deposed poligar retired to the hills nereby and from there began to give trouble to the Company.

A reward was offered for his person and in July 1800, he was seized, tried, condemned and capitally punished. His half-brother, Vara Camia Naick who had separated his interest long ago from the condemned poligar was favoured by the Company and deed of permanent settlement was given to him in 1803.

Two-thirds of the gross revenues received by the Company during their management of the palayam, "a long period of destruction and failure, was assessed as the permanent tribute." The fact that there was a great extent of uncultivated lands was also taken into account in fixing the peshkash, i.e., 2,852 star pagodas.

Thus was effected the re-establishment of the palayam of Saptur on a zamindari tenure.

	RS. A. P.						
Peshkash	8,809 11 9
Total rent roll	68,848 4 11

System of assessment and rates of rent.—The system of assessment prevailing in this zamindari before fasli 1319 (1909-10) was payment of rent in kind. The ryots were paying half-waram, i.e., half of the net produce, after deducting harvest charges, etc., with regard to wet lands; and as regards dry lands, money-rent was prevalent in accordance with the crops raised. The whole system was changed into fixed money-rent in accordance with the classification of soil and facilities for cultivation, by the Court of Wards during 1909-10. The rates of rent prevailing in the estate for wet lands, vary from Re. 1 to Rs. 24 per acre.

The dry rates vary from As. 12 per acre to Rs. 44-8-0. This highest assessment is in Muthunayagipuram village where there are also dry lands paying rent at Rs. 3 and Rs. 2-1-0 per acre.

Ryots' evidence regarding rates.—Witness No. 234 has stated in his evidence that before the estate was surveyed, wet assessment was Rs. 8-7-9 for 3 acres and 64 cents and that after the survey, wet rate has been Rs. 5-5-10 per acre. The witness has also deposed that for the 20th fasli an assessment of Rs. 24 per acre has been levied on nanja lands in his parts, and that the following wet rates also prevail, viz., Rs. 18, Rs. 16 and Rs. 10. He has further stated that in his village, there are 250 acres bearing an assessment of Rs. 24 per acre while only 5 or 6 acres of wet lands bear the lowest rates.

Enhancement of rent.—Witness No. 234 has deposed that rent was enhanced in 1909 during the management of the Court of Wards and that there has been no variation since then. Suits were filed for reduction of rent but according to the witness, the Court insisted that the full rent should be first paid before the matter could be taken up. The question however was left there. This witness has also complained that rent very much in excess of what is mentioned in the patta is collected in certain cases. Witness No. 235 has stated that for wet lands in his village, rate per acre was Rs. 5-5-10 and that in fasli 1339 it was enhanced to Rs. 18, Rs. 14 and Rs. 11 per acre. Memorandum submitted by the ryots of Saptur make the following suggestions regarding fair and equitable rent:—

1. The Land-cess Act of 1875 fixes the land tax. The tax for an acre of nanja land per annum is Rs. 5-5-4. For punja lands three different rates are fixed. The same reasonable rates should prevail in the zamindari.
2. For determining the rates of rent in the zamindari the same principles observed by the Government in determining the kist for nanja and punja lands in ryotwari areas should be adopted.

Cultivation expenses.—Witness No. 234 has deposed that in his village of Kodikulam, expenses for cultivation for one acre of wet land come to Rs. 46-6-0; estimated money value of the yield per acre is Rs. 40. Thus there is a loss of Rs. 6-6-0, even with the ryots' hard labour. Witness No. 235 has stated that in his village generally the rates range from Rs. 25 to Rs. 35 per acre and that the sale of produce fetches only Rs. 28 or so. He has also stated that the ryots are not able to pay the kist and that they have to meet the Sahukar's demand as soon as the harvest is over.

Price of lands.—Witness No. 234 has stated in his evidence that prices of nanja lands do not fetch beyond Rs. 300, Rs. 400 and Rs. 500 and that there are not ready purchasers for the same. Witness No. 235 has deposed that he bought 2 acres of nanja lands for Rs. 1,700 and that now he is prepared to part with them for Rs. 300 or Rs. 400.

Irrigation facilities.—Irrigation sources in the zamin are mostly tanks. There is only an anicut in the estate. Witness No. 235 has stated in his evidence that there are no irrigation facilities worth the name in the zamin; that irrigation sources are not properly attended to; breaches in the kalungus are not closed and that much damage is caused to ryots' fields in consequence. Witness No. 234 has deposed that the zamindar diverts water to his private lands, injuriously affecting thereby the ayacut wet lands. He has also stated that water flowing to ayan lands is diverted in a reckless manner inundating the ryots' fields and causing damage to them. This witness has also complained that while irrigation sources are the same for ryots' lands and ayan lands, the former pay a rate of Rs. 24 per acre while the latter are only charged Rs. 6-12-0 per acre. Witness No. 236 has complained that water in channel is impounded by the zamindar's men and denied to ryots' fields. He has also stated that water-supply meant for irrigating 100 acres of lands is diverted to irrigate 50 acres of land belonging to the zamindar.

For 19 villages comprising the zamin there are 26 tanks; only four villages have no tanks. A statement in the zamindar's memorandum shows that under the head of irrigation works, the estate spent Rs. 70-0-1 for 1935; the amount fell to Rs. 49-6-0 in the next year (1936) and culminated with Rs. 4,196-8-0 in 1937. The zamindar deposed that the estate maintains no supervisor or overseer and that village officers and revenue inspector submit reports about the condition of tanks while estimates for repairs are prepared by the revenue inspector. To a question by a member of the Committee (Mr. B. Narayanaswami Nayudu), whether it will not be better to have a supervisor to report about the condition of tanks and look after their repairs, the zamindar has replied that he is doing the repairs himself and that it is in his interests to see that tanks are kept in good condition. The zamindar is of opinion that Government supervision is not necessary for keeping the tanks in proper repair, as the present provisions in the Estate Land Act are, according to him, quite sufficient to protect the interests of the ryots in the matter.

Forests.—There are extensive forests in the zamin with an area of about 116 square miles. Regarding facilities provided to ryots in forests the zamindar has stated in his evidence that during the management of the Court of Wards, two unreserved forests were set apart in Kodikulam and Saptur for grazing. The extent of such forests will be about 10,000 acres. He denies that unreserved forests are mere waste lands.

In Saptur, Kummamalai and Vettalam free grazing and free removal of manure-leaves are permitted.

Reserved forests form nearly 90 per cent of the total forest area and contain valuable timber. Felling of trees by ryots is not permitted as the zamindar fears that it may lead to destruction of forests. In reserved forests a fee of As. 8 per head of cattle and As. 6 for goats are levied per fasli. The zamindar has stated in his evidence that he spends much more than what he derives from forests (i.e., towards establishment charges). Income from forests according to him will be about Rs. 3,000 to Rs. 4,000. The zamindar has also submitted certain papers to show that applications for free removal of wood, etc., for domestic and agricultural purposes are sanctioned in the unreserved forests.

According to witness No. 234, forests were not included in the assets of the zamindari, at the time of the permanent settlement. There was free grazing in the forest till 1918. Subsequently during the management of the Court of Wards certain forests were reserved. This witness has also deposed that for so-called wrongful grazing in reserved forests, heavy 'compensation fees' to the tune of Rs. 100 and Rs. 200 are levied. Forest rules are very rigid, and that slight infringement of them, according to the witness ruins the poor ryots in the shape of heavy 'compensation fees.'

Witness No. 235 corroborates the statements of the previous witness and says that formerly free removal of wood was permitted for domestic purposes and also for making agricultural implements.

According to the memorandum of the ryots of Saptur, grass, trees, cowdung, fuel in the hills were freely removed by the ryots. Now restrictions had been imposed on the ryots have access to only 200 acres in the hills. Ryots feel that such restrictions are not reasonable.

Trees on patta lands.—Witness No. 235 has deposed that ryots are fined heavily if trees on patta lands are felled by them.

Communal lands.—Witness No. 234 has made the following complaints regarding the zamindar's encroachments on communal lands:—

- (1) Sites for laying out important roads by the village panchayats are not granted.
- (2) The estate plants trees on the village common, and ryots' cattle and sheep are not permitted to gather there.
- (3) Certain waste lands were occupied by ryots since a long time. The estate now asks them to quit.
- (4) Even portions of burning grounds are being cultivated by the zamindar's men.

The zamindar has, however, deposed that he has not assigned any communal land and that he sees to it that they are not encroached upon even by the ryots.

House-sites.—Witness No. 235 has deposed that ryots are put to much inconvenience for want of sites for dwelling. He has also stated that some of the ryots' houses which were formerly taken away by the zamindar as penalty, may be returned.

Customary cesses and illegal exactions.—Witness No. 235 has deposed that customary cesses like chatram-cess and kulavettu-cess (for repairs to tanks) are collected from every patta, but are not utilized for the purposes for which they are meant. This witness has also complained that apart from the kist paid, the estate exacts two big head-loads of straw from every ryot. Witness No. 234 has deposed that the estate levies a new tax known as 'chadal tax' for entering in the accounts the balance due to the ryots after the satisfaction of the arrears.

The zamindar has stated in his evidence that he is not collecting chatram-cess now as it has been declared illegal by the High Court in 1936. He has also stated that if it is collected anywhere in his estate, it would only be by mistake.

Free labour.—As regards the complaint against free labour by Muthumanyam (witness No. 235), the zamindar has deposed that it is governed by longstanding custom and usage. The people who render free labour for the zamindar on important occasions are the serving class for his caste people, and that he (the zamindar) grants them certain perquisites and affords them timely help on occasions of marriage or death.

Collection of rent.—At present rents are collected by village officers, excepting two villages where the zamin Revenue Inspector does the work. Actual collection of kist is about 50 per cent of the total demand. The zamindar is not for any Government Agency collecting rent on behalf of the estate.

Coercive processes for recovery of rent.—Witness No. 234 has complained about the high-handedness of zamin officials in this respect. He has also stated that ryots are not given sufficient time and notice to pay the kist. It is also his grievance that stamp fees collected before distraint and sale of lands are not refunded when proceedings are cancelled and the ryots pay the dues.

Indebtedness.—Witness No. 234 has stated in his evidence that he has incurred debts amounting to about Rs. 400 because he tried to cultivate nanja lands.

Transfer of pattas.—Witness No. 235 has deposed that no attention is paid to applications for transfer of pattas. Witness No. 234 has complained that pattas are not transferred to real owners and that application for transfer of pattas are deliberately shelved. He has also stated that in the case of nanja lands, pattas are transferred only on the payment of Rs. 10 for land valued at Rs. 100, i.e., 10 per cent of the land's value. According to this witness this demand came into vogue only during the time of the present zamindar and that the amount is paid direct to him. It is also his complaint that ex parte decrees are obtained against former owners and execution proceedings are taken against the real owners and that the zamindar purchases lands for nominal prices at auction sales.

Private lands.—The zamindar says that all private lands are pannai and have been such for over 55 years. The extent of dry lands is about 2,000 acres while the extent of wet land will be about 500 acres. The zamindar has stated in his evidence that he does not purchase ryots' lands and convert them into pannai lands. According to him such lands come under patta and are not included in the pannai lands.

Subletting by pattadars.—Except in the case of pannai lands, there is no subletting by pattadars, according to the zamindar's memorandum.

Tank-bed lands.—Witness No. 234 has stated in his evidence that pattas for tank-bed lands, to the extent of 4 cents, were granted in the Kodikulam tank.

Survey.—The estate was surveyed in 1892–1896, when it was under the management of the Court of Wards.

UTHUMALAI ZAMIN.

							RS.	A.	P.
Rent roll	...	...	...	...	...	...	1,25,020	12	11
Peshkash	...	...	...	...	...	...	26,852	7	9

Oral evidence of witness No. 214, Mr. Diravia Thevar, ryot.

Rates.—Rates of rent are higher than ayan rates; in Surandai village the rate is Rs. 6 per acre. We are paying Rs. 18 and Rs. 30 per acre. (The witness produces a patta in support of his statement.) During the time of the zamindari, rent paid was only Rs. 12–8–0 per acre. For the same patta the estate is levying Rs. 30 per acre. The patta he refers to is for the adjacent land in the same village. Assessment has been settled only for a few lands. Rates with regard to them are low. But with regard to adjacent lands rent levied is Rs. 30 per acre. For lands settled, rates range from Rs. 3 to Rs. 12. In the case of lands which were originally paying “waram,” rates range from Rs. 18 to Rs. 22. Pannai lands are let for cultivation for Rs. 12 per kosam. Adjacent lands pay Rs. 25. For one acre and 60 cents, the rate prevailing is Rs. 20 but pannai lands are let for Rs. 12. The reason for the difference in rates is not known.

Commutation took place in 1912 during the management of the Court of Wards. A suit was filed for reduction of rent. Decision in the sub-court was unfavourable to the ryots. The appeal is now pending in the District Court.

Miscellaneous grievances.—Tanks are leased. The estate is selling manurial clay (the witness produces receipts).

Grass in tank-bunds and tank-beds is let on contract. Only the cattle of few influential people are allowed to graze freely. Grazing facilities should be allowed to all.

The estate does not effect repairs to tanks. The ryots are put to great hardships. The witness wants conditions in the zamin should be similar to those prevailing in Government areas.

Oral evidence of witness No. 215, Mr. Ramaswami Mudaliyar, Veerakeralampudur.

The witness owns settled lands in Melavyal. For Melavyal lands he pays Rs. 12-8-0 per acre. For Keelavyal lands which are not settled he is paying at the rate of Rs. 25 per acre. These lands were not settled owing to the obstruction of the karnam. The settlement was effected by one Rajachar and there was litigation as the ryots were not satisfied with it. In the first court decision was unfavourable to ryots. An appeal is now pending. In Surandai village the rate prevailing is Rs. 6.

Communal lands.—We have been in occupation of some lands for the past 40 or 50 years. The zamindar now seeks to eject us. A civil suit is now going on between the zamindar and the ryots and the lands in question are not "natham lands" but only "dwelling sites." The witness has not brought with him the village register or the village plan to locate the said lands. He has not brought with him the relevant records regarding the civil suits now pending.

Oral evidence of witness No. 216, Mr. Paramasiva Thevar, Keelavaranam.

Income.—The income of the zamindari formerly was Rs. 90,000. Peshkash was fixed at Rs. 20,000. At present the zamindar is getting an income of Rs. 2,00,000 for the same lands as they existed originally.

Commutation ratio.—Commutation took place in 1912 and the lands were classified into 2 or 3 'tarams' 85 per cent of the lands were classified as belonging to the superior taram and the rest were fixed as belonging to inferior tarams. Rate fixed was Rs. 21 per acre. Rate prevailing in the adjacent ayan villages is only Rs. 6-8-0.

In the zamin the value of 8 cents of wet land is Rs. 44, whereas the value of one acre of land in the ayan village is Rs. 2,000. It is the grievance of the witness that while the same water-source irrigate both the ayan lands and the zamin lands, the zamin lands pay an assessment of Rs. 21 per acre, while the ayan lands pay Rs. 6-8-0 only.

In fact, zamin lands are on a low premium and no body is willing to purchase them. The ryot is unable to pay kist and lands are frequently brought to auction. The witness himself who formerly owned 17 or 18 acres of land is left now with only 7 or 8 acres. (He filed documents to show the rent of lands in the respective areas.)

Dry rates.—The zamin rate for 1 kottah is Rs. 9. The ayan rate is only Rs. 5 per acre. The dry lands are divided into old punja and garden lands. Even if dry lands are improved with the aid of wells dug at the expense of ryots and garden crops are raised, a different rate is levied.

There is only one dry rate as in ayan land.

Distrain and sale.—Distrain proceedings impose heavy expenses on the ryots. In ryotwari tracts arrears are realized by village munsif and karnam, avoiding stamp expenses and distrain costs. In the zamindari also this practice may be adopted with advantage. The ryot is in arrears purely because of his inability to pay. The witness therefore pleads for reduction of rent. He complains that for an arrear of one rupee, land worth Rs. 100 is brought to auction and taken for very low price.

Collection of rent.—The existing provisions in the Act with regard to collection of rent are not conducive, to the benefit of ryots. If collection work is done by revenue officers it will be done in conformity with legal requirements. Revenue officers will not be in fear of anybody. Collection work done under supervision of the estate manager cannot be fair or helpful to ryots as that functionary is only a servant of the zamindar and so anxious to please him.

Miscellaneous cesses.—All sorts of miscellaneous levies are collected. For removing stones from hills, the estate levies a licence fee of 2 annas per cart load. Stones do not belong to the zamindar. It is the property of all and every one, should be allowed to make use of it when need arises. Possession and enjoyment of communal lands must be with the ryots. Ownership of those lands should belong to Government.

The witness continuing states that for removing alluvial clay from tanks a licence fee is levied (files documents to show the levy of fees on "Karambi") when it should be looked upon as removing silt.

Kolinji and avaram plants grow naturally on tank-bunds, tank-beds, porambokes and other lands and are in a state of wild growth. Ryots make use of these leaves for manuring purposes. But the estate does not permit free removal of them. Instead, a fee is levied. These plants are generally let on contract.

There are sundakkoi plants growing wild in the estate. These are also let on contract for Rs. 200 or Rs. 300. Rules are cruelly enforced and for alleged petty offences heavy "compensation fees" are imposed on poor ryots.

The estate lets on contract even earth, dirt and rubbish in ponds and hollows near the outskirts of the village. The witness states that these things really belong to ryots and the zamindar should not make money out of them.

There are no grazing facilities for cattle and heavy compensation fees are levied for alleged trespasses. All these cesses were not levied before. Only the present zamindar is collecting them. With regard to these disputes rise frequently between the zamindar and the ryots.

Fishing rights.—We are fish-eaters. Moss in tanks are let on contract by the estate. After nightfall fishes move about near the banks. If any ryots catch them, they are hauled up before commercial court and fined Rs. 10 or Rs. 20. Appeals in the High Court were favourable to ryots. We want fishing rights in all water-sources.

Survey and settlement.—We want proper survey and settlement. At present one does not know whether land in the patta has increased or decreased. Commutation rates were fixed only on a rough estimate and it cannot be relied upon.

Irrigation grievances.—The estate is not devoting proper attention to tanks. A few petty repairs are done in an indifferent manner and those too are not timely. The witness complains that the estate does not effect repairs according to their estimate. The estimates should be sent to the Collector or any revenue officer.

Maramat works should be entrusted to the Public Works Department.

The witness mentions few other grievances with regard to irrigation.

Water in the tank is diverted to irrigate garden lands belonging to the zamindar. Ryots' land in consequence suffer greatly. This engenders bad blood and leads to disputes, riots and criminal prosecutions. The ryots cannot even open the water-sluice to irrigate their lands. If they do, moss-contractors fall foul on them and quarrel ensues. As a result, ryots' lands do not get sufficient water-supply.

Thus, pannai lands are a source of trouble to the ryots. These lands therefore should be given to them, and the zamindar may be paid some compensation fixed by the Collector or some higher authority. The zamindar should not possess private lands as they are the cause of frequent disputes between the zamindar and the ryots regarding water-supply. After all what the zamindar is entitled to is only melvaram according to the deed of Permanent Settlement itself. The private lands of the zamindar will be 400 or 500 acres. These are leased for cultivation for half the commutation rates which the ryots are paying.

Remission.—Some remission is given by the estate, but it is not governed by any definite policy. It all depends on the will and pleasure of the estate. Those favoured by the zamindar get all aid but ordinary ryots receive no benefit. In ayan lands, full remission is given if crops get withered owing to draught. This should be adopted with regard to zamin lands also. In collecting rent the question of water-supply should be taken into consideration and proper remission should be given in case there is no sufficient water-supply. Ryots will get proper remission if revenue officers inspect and hold enquiries every year.

The witness was given a remission of Rs. 64 while his arrears of rent amounted to Rs. 144. Inasmuch as there was complete failure of dry crops, the witness does not know on what grounds he was given only that remission.

The witness states that the zamindar will not suffer any loss by granting generous remissions to ryots. From what he has been collecting all the time from ryots, he has a nest-egg of Rs. 25 lakhs. From this huge amount let the zamindar pay (something to the ryots).

Forests.—There are no big forests adjoining our village. Free removal of manurial leaves from porambokes and uncultivated lands should be permitted to ryots.

General requests.—The rates of rent are excessive and should be reduced. We have no manure facilities nor have we irrigation facilities. We should be given all help in cultivating our lands. As it is, the condition of ryots is miserable and some have emigrated to foreign countries to earn a living.

SINGAMPATTI ZAMINDARI (TINNEVELLY DISTRICT).

						RS.	A. P.
Present peshkash	...	...	...	...	...	8,008	2 11
Rent-roll	....	...	...	...	...	12,000	0 0

Witness No. 198, Mr P. R. Mahadeva Ayyar, Kalladakurichi villuage, Singampatti zamin, ryot.

Rates of rent.—Rates of rent are very high which reach up to Rs. 57-2-0 with the amount of unauthorized cesses, they amount to Rs. 60 per acre. The witness submits pattas for faslis 1343 and 1345 in the village of Kilmugam to show how, while the rates of rent were Rs. 31 to Rs. 38 and Rs. 67-9-0 in the zamin areas, the rates in the adjoining Government lands were about Rs. 6-12-0. The system of rent is money-rent.

Yield.—The gross yield in the case of single-crop land is about 10 kottas (working out to Rs. 80) and 13 kottas (working out to Rs. 110) of paddy to realize which the cultivation expenses amounted to Rs. 50 or Rs. 55.

Irrigation sources.—There are about 12 tanks in the zamin and all are in want of repair.

Remissions.—The witness says that when ryots press the zamindar to give remission, matters are allowed to lie pending for some time till the last date for applying remission expires and the tenants are forced to resort to courts for getting the remission. The witness wants some provisions to be made to obviate this difficulty.

Prices.—Referring to fixing of the average price, the witness contends that some 10 per cent margin for profit and wastage should be allowed on the retail selling price of paddy. Further, the average of prices of paddy ruling in the month of October and November should be taken instead of the average for the preceding twelve months.

Forests.—The witness is anxious that the whole forest should be preserved and complains against the sale of about 8,000 acres of forest to the Burma Tea Company, Limited, as the company were destroying the forests.

Witness No. 199, Mr. Armuga Thevar, ryot.

Rates of rent.—The witness has experience of over 40 to 50 years and deposed that the rate of rent was on waram tenure formerly but subsequently it was converted into money-rent at enhanced rates.

Rates compared.—While the rates were between Rs. 40 to Rs. 60 in the zamindari lands the same were between Rs. 6-12-0 to Rs. 8 per acre in the adjoining Government lands.

Miscellaneous levies.—There are also other charges such as Kanganam, Porparti, Kanpicharity.

Irrigation sources.—The witness complains that the irrigation sources are in a bad state of repair.

Witness No. 202, Mr. A. S. Kuppuswami Ayyar, Secretary of the Tinnevely District Congress Zamin Ryots' Sub-Committee and Joint Secretary of the Landholders' Association, Tinnevely.

Rates of rent.—The witness wants that the rates of rent in the zamindari areas should be on the same footing as in the Government villages. In his opinion the zamindar was only the assignee of public revenue.

Survey.—Survey and settlement should be effected and the cost should be borne by the zamindar or the State.

Pattas.—Transfer of pattas should be effected expeditiously.

Collection of rent.—Collections of rent by persons whose powers to collect the same are dubious always lead to troubles. The zamindar should entrust collection work to persons who should be treated as 'public servants'.

Title to the hills.—The witness states that in Singampatti zamindari, the title of the zamindari to hills was not conferred by the sanad according to the interpretation of Mr. Justice Muthuswamy Ayyar, in a case before him in the High Court.

URKAD ZAMINDARI.

Present peshkash Rs. 12,936-15-11.

Witness No. 200, Mr. S. V. Subbayya of Kallidaikurichi village, zamin pattadar.

Rates of rent.—The rates of rent for double-crop land was Rs. 75 to Rs. 99 and Rs. 29 for a single-crop land; similar lands in the adjoining Government village were assessed at the rate of about Rs. 11-4-0 to Rs. 27-8-0.

Water-rate.—After fasli 1300 the Government charged the zamindar water-rate for the water taken from the Government source but the tenants refused to pay this as they contended that the rate of rent has already included this. The matter was taken to the court and in S.A. Nos. 201 to 204 of 1904, it was decided that the zamindar should bear this rate, himself.

Pattas.—The witness complains that patta contains certain conditions which are enforced injuriously when the zamindar does not like a particular tenant.

Kist and distraint proceedings.—Kist is payable only before 30th June. Distraint proceedings were started against the witness for payment of kist, on 28th March 1936 and his articles were about to be distrained when the witness paid the amount under protest and filed a suit for damages subsequently; a compromise was entered into between the witness and the zamindar.

Survey.—Lands should be surveyed and rents should be settled. The zamindar should bear the cost of survey.

Patta transfers.—Patta transfers may be made by the Tahsildar, as under section 112, unduly long time is taken for notifying in the Gazette and other preliminaries.

Irrigation sources.—Some portion of the income should be taken from the zamindar and set apart for the maintenance of the irrigation works.

Witness No. 201, Mr. S. Somasundaram, ryot, of Kaspas Urkad zamindari.

Rates of rent.—The witness complains that the rates of rent were between Rs. 70 and Rs. 108-2-0 and that enhanced rate is charged on the third crop.

Irrigation work.—Irrigation works are in a bad state of repair.

A bold suggestion.—In conclusion the witness wants that the Government should take over the village as a ryotwari village, paying compensation to the zamindar.

SEITHUR ZAMINDARI (RAMNAD DISTRICT).

								RS.	A.	P.
Present peshkash	...	...	...	...	...	...	...	12,552	10	7
Rent-roll	...	...	...	...	...	...	...	1,00,107	6	10

Witness No. 237, Mr. Krishnaswami Nayudu, ryot.

He said that while old pattas showed the wells as old or new, the pattas issued after 1920 did not show them as such and the zamindar claimed all as his own.

The witness mentions that patta contains a clause that the zamindar is not bound by the patta or any of the conditions mentioned in it.

He wants that ryots should be given the benefit of land mortgage banks.

Witness No. 238, Mr. Ponnuswamy Thevar, ryot.

Rates of rent.—The witness states that the rates of rent are higher than the rates in adjacent Government villages and submitted settlement rates in both cases. He mentioned that several deductions were made in the waram pattas before arriving at the zamindars' half share, such as kulavetti, kattalai, kariganam, melvaram and swathanthram to the zamindar.

General complaints.—The witness complains that in the case of a joint-patta, lands are sold even when a pattadar has paid his rent. He also complained that *water penalty* was levied (even if water from the adjoining lands flowed to their lands by percolation) at Rs. 100 per acre.

As regards forest facilities, he said that the tenants obtained the right to take head-loads of forest produce by a judgment of the High Court. But the zamindar still prosecutes the ryots, for taking forest produce. He also complained about the mismanagement of the temple property by the zamindar.

As regards irrigation sources, the witness says that they are in a state of utter disrepair.

Witness No. 242, Mr. Dorai Vankata Raja, ryot.

Rates of rent.—The witness submitted pattas to show that the zamindar is collecting rents contrary to the rates fixed by the settlement. He complained that he was asked to vacate the house which he himself built on his patta land. The matter is now pending in the High Court.

Witness No. 243, Mr. Arunachala Thevar, ryot.

Rates.—The witness is of opinion that the rates fixed at the time of settlement were high and wanted that rent should be settled at the rates prevailing in the adjoining Government lands.

Irrigation sources.—The witness complains that tanks are leased out for fishing and the lessees close the sluices even when the tank is half-full with water.

Forests.—The witness refers to the sale of forests by the zamindar and the injunction order from the High Court against that practice.

VAIRAVANKULAM MITTA.

	RS.	A.	P.
Rent-roll	9,041	8	1
Peshkash	4,180	0	8

This mitta is in Tenkasi taluk, Tinnevely district. It is included in the Chokkampatta zamin. It was divided into 18 mittas and put to auction for arrears of credit of Chokkampatti zamindar. One Ramaswamy Chettiyar of Devakottah, Ramnad district, took this mitta in auction.

The same was sold to Lakshmanan Chettiyar of Devakottah on the 18th September 1879 and he in turn sold it to Puduval Achuppa Annasami Mudaliyar on 31st January 1882. He enjoyed it and after his death his sons (1) A. Thambiappa Mudaliyar and (2) A. Mariadoss Mudaliyar got it as per partition award, dated 7th November 1896. They enjoyed it till recently.

They sold it on 30th January 1937 to one Vembu Ayyar, son of Chidambara Ayyar of Trivandrum, and he is in enjoyment of the same as per the sale-deed. Sanad is given for the whole Chokkampatti zamin.

Rates of assessment and the rates of rent prevailing.—It was the custom in this mitta to divide the produce of the land into two equal parts the mittadar taking one part and the ryot the other. But in 1906, the mittadar and the ryots have by mutual understanding come to an agreement that a permanent average rent of Rs. 11 per acre of land should be levied taking into consideration the fertility, the classification of lands and the sources and means of irrigation of the lands.

The rates are as follows:—

Rs. 15 per acre for No. I lands.

Rs. 12 per acre for No. II lands.

Rs. 10 per acre for No. III lands.

The agreement above referred was a fair and unanimous agreement and it is being strictly adhered to by both the parties. According to the mittadar, there is no grievance against the system and it is working satisfactorily.

Cesses.—The road-cess levied by the Government is being paid half by the mittadar and the other half being contributed by the ryots proportionately. Besides this as per usual custom the thotti fees and barber fees are collected from the ryots at Rs. 2 per acre. Two marakkals of paddy for $1\frac{1}{2}$ acres of land is also being given to the pujari of Amman Sastha temple.

Irrigation sources and their maintenance.—There are eight tanks and three channels in the mitta for irrigation purposes. The custom prevailing in the mitta is for the mittadar to repair the irrigation sources whenever necessary and to collect the cost of the same from the ryots. The amount spent under this head will be Rs. 200 per annum.

No lands in the water-catchment area are allowed to be cultivated.

Waste lands.—After 1908, it appears lands measuring 2 acres and 38 cents are allowed to be cultivated.

System of accounts kept.—The rent is being collected from the ryots by No. 10 Kathwari accounts and No. 14 Thodal Varuz accounts. These two accounts are considered the most important.

Demand and collection of rent.—The rent-roll is Rs. 9,201-1-2 while the actual amount collected is Rs. 8,401-1-2.

Sub-letting by pattadars.—Out of about 535 pattadars, only 10 pattadars have leased their lands at 6 kottahs of paddy per acre of nanja.

Inams.—Quit-rent by acre is As. 14-2. Shrotriyam (responsibility rent) is Rs. 2-12-0 per acre.

Forests.—The area of forest lands is 4 acres. The total area of the mountain in the mitta is about 2,000 acres. The whole of the mountain area is at present reserve as the forest was almost completely of tree-growth by former mittadar.

The following rates prevail with regard to some of the forest produce:—

	RS.	A.	P.
Every head-load of firewood	...	0	1 0
Every cart-load of firewood	...	1	0 0
Every head-load of green leaves	...	0	1 0
Every head-load of sticks and wood for agricultural purpose	...	0	6 0

Besides woods are charged according to measurement at Re. 0-12-0 per foot.

Private lands.—The mittadar owns nanja lands to the extent of 124.94 acres, punja lands including gardens 101.47 acres. This is under the private enjoyment of the mittadar from time immemorial, says the proprietor of this mitta.

SANKARANAGAR ESTATE.

Witness No. 209, Mr. S. Sankara Ayyar, proprietor of Sankaranagar.

History.—The witness traced the history of the sanad originally granted by Thirumalai Naick and the withdrawal and subsequent regrant in the time of Mofus Khan during Moghul Period.

Rent.—Rents are all paid in cash. There are no wet lands as they were given to his dayadis on poruppu.

Dry lands.—Rates of rent for dry lands are Rs. 1-10-6 per acre (40 panams per songili chain) and this rate had been in existence since fasli 1204 without any complaint from the tenants that they are high.

Garden lands.—Garden lands were assessed at Rs. 3-1-5 per acre for tobacco and Rs. 2-7-9 for chillies.

Rates compared.—The witness states that while the rate was Rs. 8 to Rs. 15 in Nainagaram estate, it was between Rs. 18 to Rs. 25 in the neighbouring Government land.

Collection of rent.—The witness complains that there is slackness in collection chiefly due to no control by the zamindar over the village officers and as any complaint about their dereliction of duty has to be made to the Tahsildar who takes a long time to enquire and even then the punishment is nothing more than a warning in many cases.

He wants that zamindars should have powers of suspending or dismissing village officers. He complains that the existing procedure for collection of rent was very cumbersome and expensive. He suggests that the same procedure by the Government under the Revenue Recovery Act, should be adopted.

Irrigation works.—The witness says that he is the owner of the water and he is entitled to regulate the supply as per custom or contract.

Communal lands.—The witness contends that the communal lands, etc., can be used by the ryots strictly for the limited communal purposes only and the zamindar has the right of reversion. He wants that the intermediate landholders who were neither landholders nor tenants must be brought under the provision of the Estates Land Act also. He holds that the zamindar is the proprietor of the soil.

Remission of rents.—The witness is of opinion that the statutory provision for remission of rents is not necessary and feels that it would lead to enmity between landholders and ryots.

Encroachments.—Provisions of Land Encroachment Act should be extended to the landholders also.

Rights of zamindars.—If the Madras Legislative Assembly should so amend the Act as to offend the conditions under which the estates were granted permanent settlement, it is constitutionally violating the terms, says the witness, and the zamindars will fight such questions in the Federal Court.

Nainnar Agaram mitta, Tinnevelly district.

	RS.	A.	P.
Peshkash	2,014	7	3
Rent-roll	7,269	8	9

Witness No. 210, Mr. R. Narayana Ayyar, ryot.

Rates of rent.—Before 1887, the rates of rent were on waram tenure, two-thirds of the gross yield (income) being taken by the zamindar.

In the year 1887, a portion of the land was assessed to a commuted rate of Rs. 6 to Rs. 18 per kota (1 acre, 60 cents), after getting premiums of about Rs. 250 per acre. Still there are some portions where waram tenure of two-third gross yield is in vogue.

Irrigation works.—The witness complains that irrigation works had not been repaired for generations. In the year 1935 a petition was sent to the Collector who forwarded the same to the Tahsildar and in turn it was forwarded to the shareholders of the mitta (Mr. Srinivasa Ayyar, Mr. Sankaranarayana Ayyar, etc.). The shareholders evaded liability, each one throwing the burden on the other. He referred to the breach of Hanumar Nadhi due to the improper maintenance of the channel and how the Travancore Government applied to the Madras Government for compensation for damages to crops through high floods as the same river irrigated some lands in that state also. Even after the zamindars have been informed by the Government to take proper care of the channel the zamindars did not attend to it. The Madras Government ordered that the anicut be demolished so that lands in Travancore may not be inundated. On the tenants petitioning thereupon to the Collector to declare the wet lands as dry and as the registers did not contain the names of the applicants but of their ancestors, the Collector threw out the petition. Notwithstanding the admitted fact that the applicants were in enjoyment of the lands and the petitioners numbered about one-fourth of the number as required by the Estates Land Act.

Tank-bed.—The witness refers to a case in which a portion of the tank-bed was sold to a third party and which was contested by the tenants in the District Munsif's Court of Tenkasi (O.S. No. 106 of 1935). As the decision in both the District Munsif's Court, Tenkasi, and District Court, Tinnevely, were favourable to the tenants, an appeal having been preferred to the High Court by the zamindar and the matter is pending there.

Another instance was pointed out by him in which due to the negligence of the zamindar it was decided that only one-fourth water from a common river should be taken to Parayankulam while three-fourths water may be taken to Edaval tank by Mr. M. D. Kumaraswami Mudaliyar while the shares should have been half and half.

Witness No. 217, Mr. Ramaswami Konar, advocate, Tinnevely, ryot of Thalaivankottai and Thirumalanayakkan Puthukkudi.

Rates of rent.—Rates of rent are very high. The rate of rent in Malladakurichi village is Rs. 35-8-0. In the neighbouring Government village fed by the same tank it was Rs. 21-14-0. In another portion of land fed by a different tank—the rates were respectively, Rs. 12 and Rs. 5.

The witness desires that while commuting the waram, allowance must be made for the profit of the merchant, waste, etc. Average of the selling months should be taken into consideration instead for the 12 preceding months.

Collection of rents.—The witness is of opinion that the collection of rent was unsatisfactory for two reasons; one absence of remission and second high rate of rents. He suggests, that as in Travancore, the Government may collect the rents for the zamindars.

Survey and settlement.—The witness pleads that survey and settlement should be effected.

Cesses.—Cesses must be paid by the zamindar instead of sharing it between the landholder and tenants.

Courts.—The witness suggests that for suits relating to administrative cases, revenue courts are good but for cases relating to titles civil courts are better.

SIVAPURAM MITTA, TINNEVELLY DISTRICT.

Witness No. 203, Mr. Thungaswami Nadar, advocate, Palamcottah.

Water-rate.—The witness stated with the advent of irrigation in Sivapuram mitta from the next Government villages, water-rate of Rs. 4 was levied by the Government.

Disputes between the ryots and the zamindar.—The ryots told the zamindar that they would pay the same direct to the Government, but they were forced to pay Rs. 4 plus Rs. 4 for the first-crop and Rs. 4 plus Re. 1 for the second-crop.

Subsequently in 1912, the Government reduced the water-rate to Rs. 2, but the zamindar did not give any corresponding remission. Instead when again the Government raised the rate, the zamindar charged the tenants higher rates accordingly.

Remission of rents.—The witness desires that there should be statutory provision for remission.

Tree-tax grievance.—Palmyra trees on dry lands are also taxed. The tax was imposed on paravam (female) yielding tree at As. 1-3 per tree and also another kind which is subdivided into three classes.

Litigation.—Unauthorized collection of rents has given rise to many suits.

Proper forum.—In the opinion of the witness, civil courts will be able to decide rent suits in proper time and it will also be cheap both to the zamindar and the ryots.

Occupancy rights.—The witness is not willing to give occupancy rights to tillers of the soil.

Tenants' Association.—The witness complains that tenants' associations or movements are not favoured by the zamindar.

PAVALI ZAMIN.

Ryots' Evidence.

Oral evidence of Witness No. 244, Mr. Ramakrishna Reddi, Vadamalakurchi, Madura, dated 25th February 1938.

Rates of rent.—Rates of rent prevailing in the zamindari from fasli 1217, have been enhanced after fasli 1317. If new wells are sunk in wet lands an oppressive rate of 129 panams is levied. The estate is not governed by any definite policy with regard to rates of rent. The ryots have not sent any petition to the Collector. They are paying whatever rent is levied by the estate. They are not able to afford the expenses necessary for establishing their rights as against the zamindar. They have, therefore, to acquiesce with the hard conditions prevailing in the zamindari.

The witness further states that a kuli which is 92 cents is calculated as 60 cents and three times the proper rate is levied. It is nearly ten years since this wrong and unfair calculation has been adopted.

There was no objection made against this as more than 90 per cent of the ryots are illiterate and pay what the zamindar demands. For raising dry crops in wet lands "Melvettu" cess was levied in fasli 1318. In fasli 1320 "Jarisu-tax" kulavettu cess and water-tax were collected.

If betelvine, sugarcane and plantain are cultivated in wet lands, an excessive rate of 169 panams is levied. One hundred and sixty-nine panams is levied if paddy is cultivated in a wet land bearing a rate of 20 panams.

Water-rate.—If tank-water flows to dry lands situated near wet lands, the estate collects a water-rate of Rs. 13-15-7. If the ryot makes use of water flowing waste, for dry cultivation heavy water-rate is levied. Over and above this, the estate also collects "Kulavettu" (cess for repairing tanks). But tanks are not being repaired. The estate is collecting "Kulavettu" only after fasli 1301.

Irrigation sources and their maintenance.—The zamindar is not doing maramath works properly. Tanks should be repaired under Government supervision. The small repairs now effected by the zamindar are done in a perfunctory manner and not with a view to benefit the ryots.

Survey.—Survey is essential. At present 10 acres of land if surveyed will be only 8 acres, but rent for 10 acres is levied.

Grazing facilities.—At present cattle are not allowed to graze in tank-bunds and tank-beds. Grass is let on contract for the past 10 or 15 years. It was not the case before. Ryots should be given grazing facilities. They should also be allowed to take wood for agricultural implements.

Transfer of pattas.—"Nazar" is demanded for transfer of pattas. The estate collects Rs. 2 as nazar for one kuli of land. Ryots are put to much hardship as pattas are not

transferred in proper time. For bits of poramboke lands adjoining the ryots' fields, pattas should be granted on a payment of rent due for three faslis. But the estate demands Rs. 100 in a lump sum. They refuse all reasonable payment.

Pattas should be transferred in the case of such lands on receiving three years' rent.

THIRUKKARANGUDI ENDOWMENT INAM ESTATE.

Oral evidence of Mr. G. R. Venkatasubbah Bagavathar, Secretary, Chatram Ryots' Association, Thirukkarangudi Endowment Inam Estate, Tinnevely district (ryots' evidence).

Thirukkarangudi chatram is a survey inam village. It is under the management of South Tinnevely district. The annual income is Rs. 25,000.

Settlement.—Settlement has been effected according to survey and records of rights. The inams consists of two villages and pattadars number about 600.

System and rates of assessment.—The rent was commuted at the rate of Rs. 8. Subsequently the rate was partly in cash and partly in kind to meet the requirements of the chatram at one-eighth gross yield. After about eight years, one-sixth was demanded. While the rate was Rs. 35-12-0 in the estate in the neighbouring Government land it was Rs. 11. (The witness also complained that the tax was levied on trees in the compounds of houses also.)

Section 51—Contents of pattas and muchilikas.—Pattas and muchilikas contain all sorts of penalties, compensation fees and various other penal levies. The witness wants the section to be so amended as to do away with all (harsh) conditions. The witness says that he is mentioning all these things because the district board management is not favourable to them.

Section 54—Tender of pattas.—The witness complains that much inconvenience and hardship are experienced by the ryots owing to pattas not being tendered in proper time. Jamabandi is held towards the end of the month and the ryots are not able to take the pattas then. Pattas and muchilikas are not properly exchanged. Things are taken for granted and rules are harshly enforced. Assessment is confused and complicated. Besides, it is very excessive. The witness says that sarasari rent (average rent) works at Rs. 36-12-0 per acre; while enhanced sarasari rent reaches up to Rs. 71-12-0.

We want the rates prevailing in the ayan villages should also be adopted here. The rates in the ayan villages (in the three adjacent villages) are Rs. 15-12-0 and Rs. 10-8-0 for double crops for an acre.

Grievances and remedies.—The witness enumerates certain grievances and suggests remedies for the same.

1. Apart from the rent lawfully payable, all sorts of miscellaneous cesses and demands are included in the patta. This is illegal. The phrase "lawfully payable" should be defined a little more definitely and unlawful demands should not be made.

Section 12 (1).—The witness wants that section 12 (ryots' rights to trees) should be favourably amended. All trees whether planted after 1908 or before should belong to ryots and should bear no tax.

Section 17 (a).—The right of the landholder to enter the fields of ryots for measurement and other purposes.

The witness complains that landholder enters the land without proper notice and causes damage to fencing. Provision should be inserted for giving proper notice to the ryots.

Section 38—Reduction of rent.—The benefit of this section is available only to those who pay money rent. Even small payment of rent in kind is a disqualification. This should be suitably amended and benefit of reduction of rent should be made available even to those who pay rent in kind for a small portion of their lands. Witness wants that copies of pattas should be sent by registered post to those who are not able to receive them in person.

Remission for waste and witherings.—The waste and withering of crops take place once in every three years. Remission should be granted for waste and witherings.

Section 56—Enforcement of pattas.—The provision for enforcing pattas in case pattas are not accepted is not made use of by landholders. The witness wants that landholders should enforce the provision or rather should be required to enforce the provision.

Section 63—Contents of valid receipts.—Receipts should be given showing the contents in detail.

Sections 68 to 70—Deposit of rent.—Rent should be allowed to be sent by revenue money order as it obtains in ryotwari areas.

Section 110.—Provision should be made for giving receipts to the effect that payment was made or rent or cess was 'paid under protest'.

Section 112—Notice of intention to sell holdings.—Notice should be given not only to the "defaulters" but also to the enjoyers of land. Otherwise, those who are in possession and enjoyment of land are put to great inconvenience and loss.

Section 117.—Publication of sale order and proclamation entails much expenditure. It will be enough if notice of sale order and proclamation is sent through registered post to the ryot and the enjoyer.

Section 126.—For arrears of rent amounting to Rs. 10 lands under four or five pattas worth considerably much are brought to auction. The Tahsildar should make proper enquiries and fix the upset price.

Arrears of rent.—Rent should be collected in four instalments for the convenience of the ryots. It is not so alone. It is collected in a lump. Kist due for one fasli is collected in the next fasli. Interest was originally taken from the month of July. Now they are taking it from the month of May. Thus the ryot is asked to pay interest for two months unnecessarily. Interest should be charged for arrears of rent only from the beginning of the next fasli and not from the later portion of the current fasli.

Courts.—At present Revenue Courts are not helpful. Summary suits are looked upon in an indifferent manner. They are generally taken by the Magistrates later in the evening after criminal cases are disposed of.

The witness is not for Revenue Courts and Revenue Board being the Appellate authority with regard to cases concerning rent.

"Jamabandi".—Jamabandi should not be held towards the end of the current year. It should be held at least a month previous to the termination of the year. The witness complains that at jamabandi proper enquiry is not made. Only facsimile signatures are taken.

Endowment estates and surplus.—The surplus left after meeting the needs and requirements of the endowment should be utilized for the benefit of the ryots. In 1871 there was a surplus of Rs. 7,000. The witness states that Mr. R. Kanckle (perhaps the Collector of the district) has reported to the Revenue Board as follows:—

"There is no justification whatever for such rack-renting especially when the institution is under the management of the Government." (Witness files a copy of the letter of recommendation to the Board of Revenue).

Proposal of the witness.—The witness wants that surplus should be utilized for granting irrigation facilities to ryots; the present rates of rent should be reduced. No levy of any sort beyond the faisal rate should be levied.

Water-rate.—Till fasli 1334, for bringing lands into cultivation there was no restriction like water-rate. The absence of restriction enabled waste lands to be brought under cultivation. After fasli 1334 permission is necessary for cultivating such lands. Otherwise penalty tax is being collected. (Witness files the extract from the records of rights in support of his statement.)

Rent collection.—Rates prevailing in the ryotwari areas should be adopted and it will be helpful to the ryots if the rent is collected in four instalments.

Collecting the kist in a lump works great hardship on the ryots, leading to arrears, distraint and sale of lands.

Minor inams.—There are some minor inams in Thirukkarangudi Endowment Inam Estate. Till fasli 1337, according to the provisions of the Estates Land Act, pattas were being granted to the ryots. After fasli 1337, a sort of *purakudi* pattas (inferior tenancy) only are given, on the ground that they are only minor inams. *Proper pattas* should be given even for minor inam lands and they should be brought under the definition of the 'estate' according to the Act. (Witness files 'deed' *சட்டப்படி* and not patta of Nambithalaiwar bearing an assessment of Rs. 7 per acre for single crop and Rs. 12-8-0 for double crop).

Nattam sites—Communal lands.—Tax is collected even for trees standing on nattam sites. Suits filed by ryots with regard to this ended favourably to them. Houses on nattam sites also bear tax. Fruit-bearing trees in backyards also bear tax. House tax and tree tax which are illegal in the circumstances should be abolished.

Under-tenants.—There are no under-tenants in the estate. Representations regarding them in the memorandum are therefore erroneous.

CHAPTER VI

AGENCY TRACTS.

RAMPA ESTATE.

The Agency tracts mainly obtain in the Vizagapatam and East Godavari districts; these areas are otherwise known as the partially excluded areas.

Originally there was no difference between these areas and others in any particular. In 1839, on the advice of the Special Commissioner Mr. Russel, an Act (XXIV of 1839) was passed which enacted and set up a different and special judicial system for these Agency areas which are mostly hilly parts covered with jungle and inhabited by backward people, to whom it was considered inexpedient to apply the whole of the ordinary law of the land. Accordingly they are administered under the special enactment of 1839 by the Collector of the district in his special capacity as "Agent to the Governor" having both civil and criminal powers.

In 1920 a Special Commissioner was appointed over the Agency areas in Ganjam, Vizagapatam and East Godavari districts which were separated and called the Agency division. But this division was abolished in 1923 and the agency areas in the respective districts were put under the respective District Collectors as "Agents to the Governor."

These agency areas are mostly hilly regions covered with thick forests and inhabited by aboriginal people like Koyas, Khonds, Savaras, Chenchus, 'Porojas,' etc.

In Vizagapatam district, Sringavarapukota, Palakonda, Golconda, Viravalli, Parvatipur and Salur taluks are partly in the Agency areas whereas Bissamkatak, Gunupur, Rayagada, Koraput, Jeypore, Paduva, Pottangi, Malkanagiri and Naurangapu taluks are wholly within the Agency area.

In the East Godavari district the Agency area is divided into two regions—(1) the Bhadrachalam Agency division consisting of Bhadrachalam and Nugur taluks and (2) Polavaram Agency division consisting of Chodavaram, Polavaram and Yellavaram taluks.

The area of the Agency tracts in the Vizagapatam district is 13,409 square miles; and in the East Godavari district 3,676. The total Agency area in both the districts therefore comes to 17,085 square miles.

According to the census of 1921, the population of the Agency area in the Vizagapatam district was 304,250 and of East Godavari was 203,105, 101,738 being males and 101,367 females.

The table given below gives particulars about the Agency division and taluk area in the East Godavari district in square miles, number of villages, occupied houses, population of males and females and the density of population per square mile. The particulars given in this table refer to the year 1921. Ten years later another comparative table has been prepared which enables us to understand the increase or decrease of the various items shown in different columns. The area being the same, in 1931 the total number of villages had decreased by 100 in 1931. The number of occupied houses had increased from 41,918 to 50,571. The female population had increased from 101,367 to 119,734, whereas the male population had increased from 101,738 to 120,795.

Area, population, etc., in 1921.

Locality.	Area in square miles.	Number of			Population, 1921.			Density of population per square mile.	
		towns.	villages.	occupied houses.	Total.	Males.	Females.		
Bhadrachalam Agency division—									
*Bhadrachalam	911	..	323	9,812	50,038	25,021	25,017	55	
*Nugur	593	..	116	3,528	20,068	10,087	9,981	34	
Polavaram division—									
* Chodavaram	710	..	230	5,998	28,051	13,999	14,052	40	
* Polavaram	543	..	122	14,118	66,994	33,458	33,536	123	
* Yellavaram	919	..	323	8,464	37,954	19,173	18,781	41	
Total ..	3,676	..	1,114	41,918	203,105	101,738	101,367	293	

* Denotes Agency.

These formed part of an Agency district in 1921 and they have since been added on to the old Godavari district as before.

The old Godavari district is, with effect from 15th April 1925, to be known as East Godavari district—Vide G.O. No. 502, Revenue, dated 31st March 1925.

Area, population, etc., in 1931.

Locality.	Area in square miles.	Number of			Population, 1931.			Density of population per square mile, 1931.
		towns.	villages.	occupied houses.	Total.	Males.	Females.	
Bhadrachallam Agency division—								
Bhadrachalam	911	..	326	12,673	62,788	31,293	31,495	69
Nugur	593	..	134	4,976	25,345	12,784	12,561	43
Polavaram	543	..	120	16,205	75,702	38,104	37,598	136
Peddapuram division—								
Yellavaram Agency	919	..	204	9,643	44,266	22,293	21,973	48
Rajahmundry division—								
Chodavaram Agency	710	..	230	7,074	32,428	16,321	16,107	46
Total	3,676	..	1,014	50,571	240,529	120,795	119,734	342

Statistics of Agency taluks of East Godavari district supplied by the Sub-Collector, Rajahmundry.

Taluk.	Area in square miles.	Number of villages.	Number of occupied houses.	Population (1931).
<i>I. Area, Population.</i>				
Bhadrachalam	911	326	12,673	62,788
Nugur	593	134	4,976	25,345
Polavaram	543	120	16,205	75,702
Chodavaram	710	230	7,074	32,428
Yellavaram	919	304	9,643	44,266

II. Vital statistics.

					Ratio per 1,000 of population of	
					Births.	Deaths.
					1933.	1933.
Bhadrachalam .. .. .	..	..	..	..	34.1	19.7
Nugur .. .. .	..	..	..	..	43.0	26.1
Polavaram .. .. .	..	..	..	..	44.7	25.1
Chodavaram .. .. .	..	..	..	..	44.0	28.5
Yellavaram .. .. .	..	..	..	..	34.2	22.8

Classification of area and principal crops for fasli 1342 (1932-33).

Items.	Bhadrachalam taluk.	Polavaram taluk.	Nugur taluk.	Yellavaram taluk.	Chodavaram taluk.
	ACS.	ACS.	ACS.	ACS.	ACS.
Irrigated by Government canals .. .. .	..	..	..	109	..
Do. private canals .. .. .	..	..	..	..	..
Do. tanks	1,407	8,416	2,398	4,799	260
Do. wells .. .. .	..	130	..	..	..
Do. other sources	978	8,066	..	..	300
Total	2,385	16,612	2,398	4,908	560
Area under cereals and pulses—					
Rice	9,116	16,081	9,546	4,687	449
Cholam	11	1,222	..	371	..
Cumbu	45,335	13,491	9,956	2,896	6,002
Ragi	55	1,723	..	5,358	2,167
Pulses	175	653	..	1,313	2,035
Others	81,395	8,066	2,293	7,583	5,455
Total	3,165	3,360	1,451	1,663	2,601
Total	139,252	44,596	23,246	23,871	18,709
Oil seeds—					
Til or gingelly	1,206	6,032	2,543	2,319	966
Groundnut .. .. .	..	46	..	..	..
Castor	360	6,709	122	8	108
Other including coconuts .. .. .	..	14	..	6	..
Total	1,566	12,801	2,665	2,333	1,074
Condiments and spices	396	1,547	322	129	702
Sugarcane, etc. .. .. .	..	117	..	2	..
Cotton	2	..	..	..	..
Indigo, etc. .. .. .	..	..	..	..	..
Total	398	1,691	326	131	702

Classification of area and principal crops for fasli 1342 (1932-33)—*cont.*

Items.	Bhadrachalam taluk. ACS.	Polavaram taluk. ACS.	Nugur taluk. ACS.	Yellavaram taluk. ACS.	Chodavaram taluk. ACS.
Drugs and narcotics—					
Tobacco.	593	1,284	769	237	913
Others . . . . .	..	..	..	..	2
Total ..	593	1,284	769	237	915
Fodder crops ..	..	..	..	..	..
Orchards and garden produce ..	27	244	52	68	19
Miscellaneous and non-food crops ..	..	..	..	400	..
Total ..	27	244	52	468	19
Total area cropped ..	68,895	60,975	27,262	26,843	22,289
Deduct area cropped more than once ..	..	2,527	..	6,484	261
Net area cropped ..	68,895	58,448	27,262	20,359	22,028

Reserved forest and area proposed for reservation on 30th June 1933 (in square miles).

Taluk. (1)	Reserved forest. (2)	Area proposed for reservation. (3)	Total of columns (2) and (3). (4)	Area of taluk. (5)	Percentage of column (4) to cultivated area. (6)
<i>Lower Godavari.</i>					
Polavaram ..	106.9	4	107.3	543	112
Yellavaram ..	212.6	75.5	288.1	919	932
Chodavaram ..	45.8	27.1	72.9	710	212
<i>Upper Godavari.</i>					
Bhadrachalam ..	440.5	22.28	462.78	911	451
Nugur ..	395	29.59	424.59	593	732

Rainfall.

Average rainfall (1870-1980) in inches—
Whole year.

Bhadrachalam taluk ..	43.56
Chodavaram taluk ..	45.97
Nugur taluk ..	49.70
Polavaram taluk ..	44.16
Yellavaram taluk ..	51.39

Revenue payable by permanently settled estates in fasli 1342 (1932-33).

Serial number and taluks and estates.	Peshkash. RS.	Land-cess. RS.	Miscellaneous revenue.	Total. RS.
Bhadrachalam taluk—				
1 Bhadrachalam ..	21,598	3,333	..	24,931
2 Rekapalli ..	10,484	983	..	11,467
Total ..	32,082	4,316	..	36,398
Nugur taluk—				
1 Nugur ..	7,072	390	..	7,462
2 Alabaka ..	1,270	70	..	1,340
3 Cherla ..	2,824	157	..	2,981
Total ..	11,166	617	..	11,783
Polavaram taluk—				
1 Bayyanagudem ..	980	453	..	1,433
2 Jangareddigudem ..	475	503	..	978
3 Billumilli ..	1,553	861	..	2,414
4 Gutala ..	6,721	2,174	..	8,895
5 Gangole ..	1,240	2,318	..	3,558
6 Polavaram ..	1,417	1,195	..	2,612
7 Pattisam ..	5,213	1,087	..	6,300
8 Polavaram B ..	5,296	677	..	5,973
9 Pattisam village (where there is annual system).	..	656	..	656
Total ..	22,895	9,924	..	32,819
Yellavaram taluk—				
1 Anigeru muttah ..	80	40	..	120
2 Dutchcherta muttah ..	1,200	470	..	1,670
3 Kota muttah ..	210	281	..	491
4 Mohanapuram muttah ..	25	37	..	62
5 Pandrepolu muttah ..	70	129	..	199
6 Gurtedu muttah ..	70	38	..	108
7 Nallimpudi mokhasa ..	350	100	..	450
Total ..	2,005	1,095	..	3,100

Revenue payable by permanently settled estates in fasli 1342 (1932-33)—*cont.*

Serial number and taluk and muttas.					Peshkash.	Land-cess.	Miscellaneous.	Total.
					RS.	RS.		RS.
Chodavaram taluk—								
1	Viravaram A	..	..	..	330	325	..	655
2	Do. B	..	..	..	220	274	..	494
3	Petah	..	..	..	546	378	..	924
4	Ravilanka	..	..	..	300	70	..	370
5	Dandangi	..	..	..	565	644	..	1,209
6	Gutala	..	..	..	..	83	..	83
7	Polavaram	..	..	..	..	2,265	..	2,265
8	Bandapalli	..	..	..	42	41	..	83
9	Birampalli	..	..	..	42	40	..	82
10	Boduluru	..	..	..	60	10	..	70
11	Chavala	..	..	..	50	7	..	57
12	Bolagonda	..	..	..	60	30	..	90
13	Chidugur	..	..	..	42	11	..	53
14	Choppakonda	..	..	..	21	8	..	29
15	Dorachintalapalem (resumed mutta)	..	..	..	70	22	..	92
16	Geddada	..	..	..	21	29	..	50
17	Kundada	..	..	..	21	6	..	27
18	Kakur	..	..	..	40	2	..	42
19	Marrivada	..	..	..	15	9	..	24
20	Maredumilli	..	..	..	42	3	..	45
21	Musurumilli	..	..	..	42	56	..	98
22	Nedunuru	..	..	..	42	8	..	50
23	Palem	..	..	..	21	30	..	51
24	Pamuleru	..	..	..	40	5	..	45
25	Tadepalli	..	..	..	63	13	..	76
26	Tunnuru	..	..	..	35	8	..	43
27	Velagapalli	..	..	..	21	24	..	45
28	Vemulakonda	..	..	..	26	16	..	42
29	Vetukuru	..	..	..	50	9	..	59
30	Valamur	..	..	..	42	8	..	50
31	Vadapalli	..	..	..	15	13	..	28
32	Rampa	..	..	..	..	30	..	30
33	Pandirimamidi	..	..	..	..	15	..	15
34	Nimmalapalem	..	..	..	..	9	..	9
35	Angulur	..	..	..	..	29	..	29
36	Chinnam Yandi mokhasa	..	..	..	..	6	..	6
Total					2,869	4,434	..	7,303

Demand, collection and balance of current land revenue and cesses (in thousands of rupees).

Taluk.					Demand.	Collection or written off.	Balance.
					Fasli 1342.		
					RS.	RS.	RS.
Bhadrachalam	..	..	..	..	55	39	16
Nugur	..	..	..	..	27	27	..
Polavaram	..	..	..	..	100	94	6
Yellavaram	..	..	..	..	50	48	2
Chodavaram	..	..	..	..	14	13	1

There were many estates in the Agency once owned by certain zamindars as in the plains. These zamindars had under them, as rent-farmers some persons, who were called muttadars. The zamindars dropped out for some reason or other. The muttadars took their place. The administration has been carried on with the aid of these muttadars. The muttadars are given sunnuds by the Government in the same manner in which the landholders on the plains had been given sunnuds before permanent settlement. There were sunnuds given to the landholders on the plains even before the permanent settlement. The terms of the sunnuds given before the permanent settlement were not the same in some respects as those of the sunnuds issued after the permanent settlement. A sample of the old pre-settlement sunnud had been published elsewhere. As there has been no permanent settlement in Agency areas the sunnuds issued to muttadars are special sunnuds issued to them on a prescribed form. Like the zamindars on the plains these muttadars entered into an arrangement with the Government to pay a particular sum as peshkash. The muttadars in their turn collected rents from the ryots in the same manner in which the landholders on the plains did. Most part of the areas had been jungle areas in which the hill-tribes had been living. They have a special kind of cultivation known as podu cultivation. As inhabitants of the hills and forests they were not used to the cultivation which the people on the plains have been used to.

Land in the Agency tracts has not been surveyed. The plots assigned to the ryots are not demarcated by survey numbers or acres. When some of these men were questioned in the agencies as to the extent of the land in their occupation they said that they

were neither measured, nor were they demarcated by boundaries. They fixed the land at a random estimate as the eye passes and they are supposed to be cultivating that area. Most of the land in the Agency has been merged in soil without being brought under direct cultivation as on the plains. But a large area that is included within the Agency limits both in the Vizagapatam and Godavari agencies is as good as plains.

Madgole is at the foot of the hills in the Vizagapatam district. No communications have been opened up between Madgole over the hills so as to connect with the roads laid out on the other side of the hill. The distance is said to be about 70 miles which requires to be connected by a road. It was estimated by one of the track officers of the district to cost at the rate of 750 rupees per mile. Thus the total cost might come up to 70×750 rupees. The same officer said that there was a way of opening the road and finishing it within a short time and at modest cost if the work was left to him for execution. He observed if the same work was left to the Engineering department it would cost enormously several lakhs.

There are similar areas both in the Vizagapatam Agency and in the Godavari Agency which require opening up of communications. On account of the lack of communication much of the forest produce which the hill-tribes could take down to the plains and make money out of it is becoming useless.

Of the many estates in the Agency, Rampa has had a colourful and a highly interesting history and deserves a detailed study. We give in the following extracts a brief sketch of the Rampa Estate :—

No. 445.

Dated 24th August 1848.

“ Read letter from the Collector of Rajahmundry, 22nd March 1848, furnishing information with respect to the Rampa Estate and suggesting the arrangement which should be adopted in the event of its being made over to Ram Bhoopatya Row. . .

The Rumpah country is an extensive tract of Hill and jungle stretching from the Cottapilly Talook, or about thirty miles north of Rajahmundry, to the borders of the Golconda Zamindary in the Vizagapatam District and on its western frontier resting upon the Nizam's territories. In the year 1813 it was with some Mokhasa Village in the plains, conferred by the Government, free of Peshcush upon the late Zamindar, Rajah Rumpah Rambhoopatya, on condition of his maintaining order and preventing invasions into low country. Ram Bhoopatya Row died on the 12th March 1835 leaving a daughter stree Juggiah, and an illegitimate son of stree Madhoovuty Ramboopatya Deo, a minor of 13 years of age. The former of these was the rightful heir to the Zamindary and was acknowledged as such by the chiefs at her father's death. Some time after that event however the Mootahdars finding or inspecting her conduct to be incorrect, expelled her and her half brother from the country, to which they have never returned, having from that time to the present been living under British protection on the 3rd January 1840. The Talook in consequence of its disturbed state was taken by the Collector under management of the Court of Wards, until the minority of Ram Bhoopatya Deo should terminate, when it was to be left for decision whether he should be placed in charge of the Zamindary or whether it should be permanently assumed by Government. A monthly allowance of Rs. 50 was assigned for the support of the minor and his sister, but was subsequently discontinued under orders of the Commission for the Northern Circars on the 3rd November 1843. The minority of Ram Bhoopatya Deo expired some time since but the Collector would appear to have been prevented from submitting any measure for the disposal of the Zamindary in consequence of the unsettled state of the Hill country. The more turbulent of the Hill Chieftains have however now been apprehended, or driven out of the District and the Rumpah territory appears to have been free from disturbance since 1845. The Collector has therefore referred for instructions as to the final course to be pursued regarding that Zamindary.

Mr. Prendergast represents that the Chiefs or Mootahdars of Rumpah have appeared before him and have entered into an engagement, a copy of which he has submitted. By this the Mootahdars recognise the authority of Ram Bhoopatya Deo, agree to pay him in certain defined shares in Annual Cist of Rs. 1,000 and to attend with the followers at his requisition for the maintenance of the public tranquillity. His half sister stree Jaggay Ummay has also executed an agreement consenting to the surrender of the Talook to her brother, on his part Ram Bhoopatya Deo has bound himself not to exact from the chiefs payments in excess of the Cist agreed upon, and to preserve peace and good order in his Zamindary and in default of these conditions being observed, has agreed to forfeit in the first instance his villages in the low country and eventually his whole estate receiving in the latter case such allowance for his support as Government may be pleased to award him. He has further contracted to repay by instalments the balance due to the Circar on account of the establishment hitherto maintained for the management of his Zamindary. This balance according to the account B furnished by the Collector

to the end of May last, amounted to Rs. 1,797-15-6. The shist of the six villages in the plains is Rs. 1,985 and Mr. Prendergast proposes that these villages be retained until the balance be paid or for the current fusly, and the change of the Hill Tract only be made over. The Collector further submits for consideration whether Ram Bhoopatya Deo should be allowed to continue the levy of Sayer Rusooms on tamarind and other articles brought through his country to the plains. He likewise strongly recommends that the Zamindar be required when called upon by the Magistrate for the suppression of disturbances in the Hills and along the frontier line, to attend with his Contingent to which his subordinate chiefs should furnish their respective quotas.

It appears to the Board that tracts such as those under consideration are unhealthy and unproductive and which from the character of the country and climate must be difficult of management by the Officers of Government are always best confided to the administration of their native chiefs. They are therefore disposed to support the Collector's proposal for the transfer of the Zamindary to Ram Bhoopatya Deo at the same time they deem it right to point out that that individual was expelled from the country at the age of thirteen, upwards of nine years since, and has never revisited it that at the time of his expulsion it was stated by the Collector (4th October 1839) that the "opposition to him was so complete that he had not even a party in the country to support him" that more than five years later the Acting Collector (16th May 1845) gave it as his opinion that "the Rumpah Chiefs would never be reconciled to his sisters nor ever submit peaceably to his own elevation to the Zamindary"—and that it is admitted by the Officer now in charge of the District that "the present tranquillity of the Country is owing solely to the examples recently made of the refractory chiefs," and that "Ram Bhoopatya Row is not a man who is likely to acquire any immediate ascendancy" over the Mootahdars. The issue of the experiment cannot therefore be regarded as free from uncertainty. Under all the circumstances, however, as the more turbulent chiefs have been apprehended or expelled the country, and those who remain especially the most influential among them Vambamoor Ram Reddy and Moosooroomilly Premmy Reddy seem well inclined to Ram Bhoopatya Row and disposed to afford him their support the Board are of opinion that the trial should be made.

In the event of the reinstatement of Ram Bhoopatya Row in his Zamindary being determined on, it seems very desirable that he should be placed in the most favourable circumstances for doing justice to his position. The Board would therefore recommend that the villages in the low country be made over to him simultaneously with the hill portion of his estate, and that the amount due by him to Government (Rs. 1,797-15-6) be recovered in three equal annual instalments in the current and two succeeding Faslies 1259-1260, the villages being liable to reattachment on failure of the stipulated payments. They would not advise any interference with the Sayer Roosooms which have hitherto been collected in Rumpah and which forms a considerable proportion of its revenue. These duties are stated to have been levied from time immemorial upon the

Receipts for the last form fasli, i.e., since tranquillity has been restored:—

FASLI.	RS.	A.	P.
1254	1,013	15	7
1255	1,108	4	5
1256	1,255	12	0
1257	1,871	0	0
Total	5,249	0	0
Average	1,312	4	0

Lambadies &c., who traverse it. They are also collected by the Sirdars in Goodem and indeed in every part of the hill country through which any traffic passes." The Government Extract Minutes of Consultation 25th October 1845 have sanctioned their continuance in the Hill Zamindaries of Vizagapatam, and indeed their collection though prohibited would be difficult of prevention in such tracts of country under the management of the Native

proprietors. The Board concur with the Collector in thinking it desirable that R. Bhoopatya Deo should enter into engagements for his own attendance and that of his subordinate chiefs on the summons of the Magistrate, but they think that this condition should be required rather as an acknowledgment of the feudal superiority of the Government than with a view to its being acted upon unless in circumstances of peculiar emergency.

With these modifications the Board approve the arrangement suggested by the Collector and recommend that they may be carried out and the Rumpah Zamindary be made over to R. Bhoopatya Deo accordingly the transfer to take effect from the commencement of the present Fusly.

Mr. Prendergast has further referred for instructions whether the Pension of Rs. 20 per mensem granted to the widow of the Manager of the estate who was murdered in 1840 and which was made payable from the revenue of the Zamindary should be made a permanent charge upon that property or be borne by Government. Both from a regard to the recipient herself and in view to remove all causes for interference with the Zamindar, it appears to the Board desirable that the Government should take the payment of this small pension upon themselves."

24th August 1848.

GOVERNMENT ORDER ON RAMPA ESTATE.

REVENUE DEPARTMENT.

No. 1149.

Extract from the Minutes of Consultation under date the 20th October 1848.

READ—the following extract from the Proceedings of the Board of Revenue :—

(Here enter 24th August and 12th October 1848, Nos. 445 & 521.)

1. On a full consideration of all the circumstances connected with the Rumpah Zemindary, the Right Hon'ble the Governor in Council agrees with the Board of Revenue that it is advisable to adopt the arrangement proposed by the Collector of Rajahmundry with the modifications suggested by the Board in the 4th paragraph of their proceedings. The Governor in Council therefore authorizes the Rumpah Estate being made over to Ram Bhoputy Deo together with the villages in the low country the latter to be liable to resumption on his failure to discharge the amount of Rs. 1,797-15-6 due to Government and which he stipulates to pay in three annual instalments. The Governor in Council is of opinion that the Zemindar should not be obstructed in the collection of the customary sayer Russooms and thinks he may be required to enter into engagements for his own attendance and that of his subordinate chiefs on the summons of the Magistrate. They fully, however, agree with the Board of Revenue that this condition should be regarded "rather as an acknowledgment of the feudal superiority of the Government than with a view to its being acted upon unless in circumstances of peculiar emergency" and he would add even then with great caution and circumspection.

2. The Magistrate of Rajahmundry has already on his records the views of the Honorable the Court of Directors on the administration of public affairs in rude and uncivilized Districts and on the unsuitableness to their inhabitants of the forms of judicial process. The directions contained in the despatches referred to are applicable to the Rumpah Country and the Governor in Council desires the strict attention of the Magistrate to them.

No. 1, dated 4th February 1846
No. 7, dated 22nd April 1846.
No. 11, dated 26 May 1847.
No. 1, dated 12th January 1848.

3. For the reasons given by the Board in the 6th paragraph of their Proceedings the Right Honorable the Governor in Council authorizes the Collector of Rajahmundry to continue to the widow of the Manager murdered in 1840 the pension of Rupees Twenty per mensem granted to her by the orders of Government under date the 28th August 1840.

(A true extract)

W. G. MONTGOMERY,
Secretary to Government.

To the President and Members of the Board of Revenue.

The Agency tracts of Ganjam, Vizagapatam and Godavari districts (the distinctive feature of which is a kind of cultivation called "Podu" cultivation is also found in some areas in the Kannivadi estate in the Madura district) had to be dealt with exhaustively as a separate chapter because under the Government of India Act, they are called partially excluded areas for administrative purposes. Although the same district officers are in charge of these areas, they are doing it in a different capacity as the Agent to the Governor and not as a Collector, who is subordinate to the Government that is elected by the people. There was a time when these Agency tracts were considered uninhabitable on account of malaria and no one ever desired to go and settle down there from the plains, but during the last 50 or 60 years or even more, they have been visited by traders and others who had gone over there for purposes of business and some of them finally settled down. By the opening up of communications and the establishment of courts and forest and revenue offices all over, they have become easily accessible and much of the trade and prosperity, was due to the cheapness of the produce of the forests and jungles of these Agency tracts. Most of the soil has been virgin soil, the original inhabitants having been used to what has been known as podu cultivation. If the rules observed by the ancestors of the present hill-tribes have been strictly followed, there would have been no danger of denudation of forests, which is frequently pointed out by some who are opposed to podu cultivation. Owing to the restrictions imposed on the original inhabitants and the illegal exactions made from them by the officers as well as visitors, they have become so much frightened that they would be tempted whenever they get opportunity to cut off forests on a large scale. The land is theirs just as it belongs to the ryots or the original inhabitants in the plains. They are entitled to full freedom to enjoy the lands to their entire satisfaction without prejudice to the peshkash which they have to pay to the Government or their agents, zamindars or muttadars. The revenue collections of the estates in the Agency tracts have been made by zamindars or landholders. The history of the Rampa estate given above shows that the rent collections were made by some zamindars and their descendants until they became extinct and the estates passed into the hands of the muttadars who were in the position of rent-farmers, landholders or zamindars in the plains. To-day practically all over the partially excluded

areas, the rent collection is made by muttadars to whom sanads have been granted by the Government. As they are not permanently settled estates the sanads granted to the muttadars are somewhat similar to the sanads granted to zamindars by the East India Company before the permanent settlement. The muttadars stand in the same position as the landholders on the plains. In other words, they are also collectors of revenue. Their administration is described by the hill-men who have given evidence before our Committee as very oppressing and their tenures are most uncertain. There was no survey or settlement. The population is very small for the area, the particulars of which have been given above. Each ryot is supposed to hold as much as he can manage. It does not seem to have been measured even by the ancient rod measurement or rope measurement. Large tracts are within the zamindari limits of Vizianagram, Madgole, Jeypore, Parlakimedi and some others in Ganjam and Vizagapatam districts and similarly within the limits of several zamindars including the Maharaja of Pithapuram in the East Godavari district. Some of the witnesses examined on behalf of the ryots gave a graphic description of their sufferings at the hands of the landholders even with reference to the exercise of their primordial rights. Evidence of witnesses on this matter is found at pages 17, 31, 33, 60, 63, 64, 80, 81, 107, 133, 135, 136, 138, 193 of Volume I of Oral Evidence. All this was due to the fact that those zamindars and muttadars have been led to believe that they are the proprietors of the soil and that they could deal with their ryots in any way they like. Hill-men have deposed that the officers who had been going there or even other visitors had been compelling them to do service without remuneration and that illegal exactions had been made at every turn, whenever they made any attempt to take forest produce into the plains for putting them in the market and getting money in return. Many valuable products are produced in the forest. The prices are nominal. Fruit trees grow like forests and yields lakhs and millions of fruits, the cost of which is nominal. Batavian oranges, Kamala oranges sell very cheap there. Batavian oranges sold in the Madras market at one anna or one anna six pies or even two annas can be purchased for quarter of an anna or even less. Tamarind grows on a very large scale. For want of communications all the commodities get rotten. Arrangements must be made to open up communications immediately. The Agency on the side of Madgole is yet to be connected with the Agency on the other side by putting up a road for about 70 miles to begin with. The Agency in the upper reaches of the Godavari river has a great potential value along with the Agency in Vizagapatam and Ganjam—perhaps even better. The Land Alienation Act is supposed to be in force in this tract, but the provisions of which have not been enforced strictly because permission had been given freely for mortgaging and selling the land to the people of the plains. The cultivators complain of their indebtedness on account of the exorbitant rate of interest.

Conclusions.

Our conclusions and recommendations with regard to the partially excluded areas are as follows :—

(1) In the Agency tracts of Ganjam and Vizagapatam, most of the area which is reached in these days by bus and other communications up to Chintapalle on the Narasapatam side and Anantagiri and Arakku on the side of Waltair, and the undeveloped portion of Madgole and also the area beyond Chintapalle may all be included in the plains now. Similarly, in East Godavari district, Bhadrachalam, Polavaram, Chodavaram and Yellavaram taluks and even Nugur may be included in the plains.

(2) As a preparatory step, economic survey of the whole area might be made and the land required by the inhabitants might be allowed to be taken by them and the rest might be set apart for purposes of colonization.

The educated unemployed as well as the uneducated unemployed in the neighbourhood will certainly be ready to go and settle down there, notwithstanding the fear of malaria. Fifty or sixty years ago towns like Rajahmundry and Vizagapatam were as malarial, if not worse, as some of the worst places like Nugur and north of Chintapalle now are. If economic survey is made and communications are opened up, malaria would vanish in no time and many economic problems would be easily solved and all the rich products of the tracts will find free access into the markets.

(3) After economic survey, when the lands were assigned, a condition shall be introduced that they should not be alienated to others and the law should be strictly enforced. Perhaps the same condition might be imposed with regard to others also that might settle down there under a colonization scheme, temporarily or permanently as the circumstances may demand.

The whole of the Agency area is governed now by the Estates Land Act and all the recommendations made by us in Part I of our Report apply with equal force to these excluded areas also.

CHAPTER VII

A GENERAL NOTE ON THE MADRAS PRESIDENCY.

In the previous Chapters of this Part II of our Report, we have dealt with all the estates that were represented on both sides, in the five centres. Now in this Chapter which is the concluding part, we shall give briefly the most salient features relating to all the estates in the North, West and South of the Presidency, with special reference to—

- (1) The areas under different heads of cultivated, uncultivated, porambokes, inams, etc.;
- (2) all the original military and police character of the ancient zamindaries, the western and southern polliams, the Havelly estates, etc.;
- (3) the basis on which assessment of land revenue was made before permanent settlement and the basis on which it was made at the time of the permanent settlement and the proportion fixed as the Government's share (known as pesh-kash) and the landholder's share for the services rendered by him;
- (4) the prosperity and adversity of the country and the people, before permanent settlement and after the permanent settlement, as compared and contrasted with the present current conditions;
- (5) the presidency prices and the district prices with special reference to the graphs hereto appended; the conversion rates and the average rates; and
- (6) the suggested remedies.

The Madras Presidency comprises of 26 districts of which Madras is one. It has an area of 143,887 square miles (or 92,087,680 acres), of which 19,279 square miles (or 12,338,560 acres) are occupied by Agency tracts in the districts of Ganjam, Vizagapatam and East Godavari. The zamindaries of this Presidency occupy an area of 23,935 square miles (or 15,318,400 acres). The zamindaries are situated chiefly in the following districts :—

(1) Ganjam.	(4) West Godavari.	(7) Chittoor.	(10) Madura.
(2) Vizagapatam.	(5) Kistna.	(8) Salem.	(11) Tinnevely.
(3) East Godavari.	(6) Nellore.	(9) Ramnad.	(12) Chingleput.

The bulk of the area under cultivation is dependent on direct rainfall excepting in Malabar, South Kanara and the Nilgiris; the rainfall over the rest of the Presidency is so uncertain as to render much of the crops dependent thereon precarious. It has to be supplemented by irrigation.

The famine conditions of this Presidency from the year 1781 to 1924 has been printed separately in the volume containing the appendices, for purposes of convenient reference.

District.	Ryotwari, including minor inams.	Whole inam area.	Zamindari area.	Total area.	Poramboke land area.
	ACS.	ACS.	ACS.	ACS.	ACS.
Ganjam	2,950,725	231,082	2,183,011	5,364,818	1,936,792
Vizagapatam (Plains) .. .	556,148	420,260	2,401,820	3,378,228	1,042,746
Vizagapatam (Agency) .. .	472,678	490,798	6,657,536	7,621,012	3,272,717
East Godavari (Plains) .. .	939,656	93,561	556,340	1,589,557	296,669
East Godavari (Agency) .. .	1,438,492	4,004	929,776	2,352,272	1,146,789
West Godavari	9,100,390	210,938	399,693	1,511,021	107,315
Kistna	1,035,956	231,234	1,002,596	2,269,726	603,893
Guntur	3,338,402	224,824	121,734	3,684,960	759,039
Kurnool	4,874,114	120,215	—	4,994,329	364,368
Bollary	3,063,778	—	—	3,655,359	229,112
Anantapur	4,152,602	153,479	—	4,306,081	522,887
Cuddapah	3,509,710	214,980	—	3,724,695	497,065
Nellore	2,530,029	426,822	2,130,345	5,087,200	1,618,173
Chingleput	1,361,484	217,848	386,565	1,965,897	575,005
South Arcot	2,481,706	54,998	156,394	2,693,098	655,759
Chittoor	1,834,719	594,067	1,350,079	3,778,865	1,383,870
North Arcot	2,672,877	47,865	261,644	2,982,386	492,330
Salem	3,437,867	117,378	967,862	4,517,107	831,679

(No minor inams).

District.	Ryotwari including minor inams.	Whole inam area.	Zamindari area.	Total area.	Poramboke land area.
	ACS.	ACS.	ACS.	ACS.	ACS.
Coimbatore	4,434,708	45,462	75,089	4,555,259	315,439
Trichinopoly	2,234,170	150,131	376,960	2,761,261	429,141
Tanjore	1,665,281	532,132	199,483	2,396,896	665,262
Ramnad	466,566	737,599	1,936,143	3,140,268	885,350
Madura	1,656,875	117,205	710,598	3,142,630	522,100
Tinnevely	1,818,308	169,216	801,175	2,788,699	379,579
Malabar	3,705,097	..	..	3,705,097	660,779
South Canara	2,571,455	..	..	2,571,455	409,399
Nilgiris	633,353	..	..	633,353	46,782
	68,917,166	5,606,098	23,604,847	91,171,529	20,250,045

The figures are taken from the Statistical Atlas of "the Madras Presidency", revised and brought upto the end of fasli 1340.

With effect from 1st April 1936 portions of the districts of Ganjam and Vizagapatam have been transferred to the new Orissa Province. The figures given for Ganjam and Vizagapatam districts however relate to the two districts as they existed at the end of fasli 1340—

The total area of the Presidency exceeds— 920 lakhs of acres

The area of the poramboke land or land reserved for public purposes or for the common use of the villages exceeds— 212 lakhs of acres

This shows that nearly one-fourth of the area of the Presidency is classed as poramboke land.

The zamindars or proprietors or shrotriendars, etc., are all brought under the definition of landholders from the time of the permanent settlement until to-day. It is not easy to understand all the holdings in the possession and enjoyment of the landholders or the basis of calculation adopted for payment of the peshkash unless the classification as it had existed before the date of the permanent settlement and the basis of calculation are known. The country was not exclusively an agricultural country as is now represented by the Historians, Governments and Publicists. While the country from Himalayas to Cape Comorin was divided into autonomous republican village units and the Government was carried on by those units all over, the country was also organized into military and police units to give protection to the people in different areas, beginning from the time of Manu until the village panchayat system was broken and individual ryotwari settlements and zamindari estates were created, partly at the end of the Muhammadan period and wholly under the British period. On the question of village administration and the powers exercised by the village governments enough had been already said under different chapters and the same had been admitted in authoritative documents like the Fifth report. What may not be clear to the people generally in these days is about the military and the police character of different organizations all over the Presidency. To enable the legislatures and the people to have an idea of the picture of the military character of the Indian people in the north, west as well as the south of the Presidency we shall briefly give the history of those who are now generally called landholders or rent-farmers. This military character is not confined to any particular area such as the Circars, or the Western districts or the Southern districts. Whatever may have been the languages spoken in the Telugu area, Tamil area, Malayalam and South Kanara, the characteristics had been common throughout amongst all peoples. They were all martial classes, much better organized than in any other country during that period. This idea is supported by the wars and battles carried on during those days. Starting from the period of Ramayana and Mahabaratha, however mythological, some might characterise incidents of the two Epics of India, the traces of those martial characteristics could be found in these landholders at the beginning of the British period until they were completely destroyed by the introduction of the ryotwari system, Law Courts and the British Police and Military Institutions. Coming to the period that preceded the permanent settlement of 1802, we shall endeavour now to give a short description of the previous history of the landholders of to-day. They may be classified as follows:—

- (1) Ancient zamindaries and Havelly proprietors of the Circars, such as Vizianagram, Bobbili, Pithapur, Nuzvid and Havelly proprietors such as Chemudu and other areas,
- (2) western Poligars of Venkatagiri, Kalastri, Bommarazupalayam and Sydapoor, and poligars of Chittoor and Ceded districts, and
- (3) the southern poligars of Trichinopoly, Dindigul and Tinnevely, and Salem and Madura and Mysore.

All these were military people. Some of them maintaining standing armies until they were disbanded by the British Government, with Lord Clive as Governor of this Presidency. Even after the British Government was firmly established in 1758, the East India Company was having enough of troubles at the hands of these zamindars, proprietors and poligars, all over the Presidency from the northernmost point to the southernmost one.

Method of assessment.—(1) In attempting to give a general description of the methods and basis of assessments in different parts of the Presidency, text-writers have given some general classification, from the reading of which the reader might be led to believe that there was a uniform method adopted even under the British Administration, at the Permanent Settlement of 1802 all over the Presidency. That it is not so will be clear from a study of the position of each one of the estates in the Presidency. It is not correct to say that generally half gross basis or half net basis or one-third gross basis or one-third net basis or any such basis was adopted as a uniform measure all over the Presidency. We will, therefore, endeavour to indicate in this connexion what method was adopted by the British at the time of the permanent settlement. The permanent settlement regulation and all other connected regulations made the position clear that, what the British Government was aiming at was only a moderate assessment of land revenue and not a definite particular proportion as a uniform system all over the Presidency. *The basis of assessment with regard to the ancient zamindaries adopted on assets basis is different from the one adopted in the Havelly estates, which are the zamindaries formed only at the time of the permanent settlement after the estates were purchased in auction sales.* In all these Havelly estates the land had become the absolute property of the Government. They carved it out into estates and put them to auction, the purchasers thereof becoming zamindars or landholders after obtaining sanads from the Government as prescribed under the rules.

(2) The basis of assessment adopted in the western polliams is different from the basis assessment adopted in the zamindaries and the Havelly proprietors of the Circars. In the case of western polliams the peshkash which the zamindars had been paying before the permanent settlement was settled in perpetuity at the permanent settlement without any variation. To this the addition of an equivalent for the military service, which was dispensed with, was made and this additional amount came up to 172,296 star pagodas. The proportion left to the poligar was far larger than in other parts of the country. The position of the western poligars was defined in B.P. No. 4625, dated 26th August 1861, as a tenure under commissions direct from the Emperors of Delhi, and they were called Mansubdars. Permanent settlements were effected with the poligars in the Ceded districts, Mysore and Tinnevely. In the former, the poligars who had been dispossessed of their lands were reinstated and confirmed. They were discharged from the obligation of the military service to the State and a ban was put on their maintaining an army or armed force or to exercise any independent authority.

Peshkash data.—Before fixing the peshkash (1) the extent of the land was ascertained by survey and (2) the resources on which the peshkash was based were fixed as—

(1) an examination of the village accounts, (2) such general data as would be obtained and in rare cases, (3) at the amount which had been customarily paid and (4) *the settlement was made with the inhabitants or villagers by Government while the collection of the amounts thus fixed was left to the poligar.* From out of the collections a part was assigned to the poligars for their maintenance, the balance being payable to Government. According to the report of the Revenue Board in Consultation No. 5912, dated 16th September 1861,

“The poligar’s share was left as low as could be done with safety, without any general rule, but he was promised 10 per cent on all future increase of revenue. His share seems to have averaged one-fifth of the revenue.”

“The Mysore polliams were in some instances formally settled in perpetuity, and in the remaining cases the Government demand seems to have been little changed from what it had been formerly.”

(3) *Southern polliams.*—The proportion and the basis of assessment with regard to the southern polliams are given in the same B.P. No. 5912 of 1861—

“In Tinnevely, the peshkash was fixed in perpetuity on the polliams at varying rates. In the larger estates it was fixed from 54 to 57 per cent of their computed resources and in the smaller ones from 41 to 49 per cent. In seven cases in which the poligars had temporarily surrendered their estates to the management of the Government the permanent peshkash was fixed at 60 per cent of the ascertained gross resources, and in three cases where the estates forfeited for rebellion had been conferred on others as the reward of loyalty, the proportion was reduced to 30 per cent on the gross valuation of 1802.”

Madura
Polliam
Ramnad and
Sivaganga.

Ramnad and Sivaganga.—The polliams of Ramnad and Sivaganga in Madura were at the same time settled permanently on a peshkash, in the former case equalling two-thirds of the average gross collections in the preceding five years, which resulted in an increase of 55 per cent on the former peshkash, and in Sivaganga at an amount exceeding the former peshkash by 50 per cent.

Fixity of
rent for
ever.

All these settlements were made prior to 1802 and in each case the poligars demand on the ryots was limited to the rate of assessment then charged on the land.

Unsettled
Polliams.

Unsettled polliams.—There remained then, the unsettled polliams then existing in Madura, Chittoor, Salem, Tanjore, Coimbatore and some scattered cases in the various districts to which the proposed settlement would apply. We shall just consider here those cases.

Madura.—There were 18 polliams in number existing then as unsettled polliams. They are as follows :—

- | | |
|--------------------------|---------------------------|
| (1) Kannivadi. | (10) Poliengolum. |
| (2) Ammanayyakkanur. | (11) Ootappanayyakkanur. |
| (3) Bodinayakkanur. | (12) Doddappanayyakkanur. |
| (4) Guntamanayyakkanur. | (13) Jothilnayyakkanur. |
| (5) Ayakudi. | (14) Kilakottai. |
| (6) Ediakottai. | (15) Melakottai. |
| (7) Erasakkanayyakkanur. | (16) Nadukottai. |
| (8) Thevaram. | (17) Velliagoondum. |
| (9) Mambarai. | (18) Seroomalay. |

Mode of
assessment
in zamin-
daris.

Kannivadi.—Kannivadi was part of Dindigul Province in those days. The land assessment in Dindigul was made at first by Mr. Hurdis in faslis 1210, 1211 and 1212. The demand fixed on this polliam for fasli 1213 by Mr. Hurdis and continued to be the same until now was based not upon the average assets or actual collection of a series of preceding years, according to the usual mode of determining the permanent assessment

Mode of
assessment
in unsettled
polliams.
Kannivadi
Hurdis rates
where settle-
ment rates
were high.
Reduced in
fasli 1227.

of zamindaris, but by adopting the survey rates that prevailed during the single fasli 1212. Seventy per cent of the produce of that fasli was taken for the circar. That came to Rs. 54,485-8-9. The remaining 30 per cent was left as the proprietor's share. The peshkash thus standing at Rs. 38,189-14-2. The peshkash has continued to be the same from that date until now. After some years it was found that the rates fixed by Mr. Hurdis were very high and therefore they were revised and reduced to a lower scale,

Twenty-six
polliams of
Dindigul
district
became
Government
property
(1792).
Village
leases.

15 years later, in fasli 1227 by Principal Collector Mr. Peter. Then Kannivadi was attached and taken under the management of the Government for arrears. The revised assessment upon the circar lands was introduced into Kannivadi estate. Then from fasli 1227 to fasli 1252 in which year the zamindari was restored to the proprietor, the difference between the new and old rates was granted annually to the ryots by way of remission.

Next we take the 26 polliams of Dindigul district, which formed part of the territory ceded to the East India Company in 1792 by Tippu Sultan. For some time after the acquisition of the area the system of revenue under which monies were realized was

Triennial
leases.

through village-leases. A detailed survey and assessment was introduced in faslis 1210, 1211 and 1212, covering not only the ayan lands, but also the 12 polliams which had fallen under the circar management, three having been forfeited to the Government for rebellion, three escheated to Government on account of failure of heirs, and the remaining six having been sequestered for arrears of revenue. While this was going on, the lands usually under cultivation were rented out to the inhabitants on a triennial lease at progressively increasing rates of rent, the rents for the third year being equal to the full values of the several villages as determined by the survey. These proceedings were preparatory to the introduction of the permanent settlement. Mr. Hurdis then proposed that 40 estates should be formed out of the Government lands together with the 12 polliams that were under the management of the Government, on the basis of the zamindari tenure and that the peshkash on each one of the estates should be determined at the average of the russud or triennial rent above referred to. But at the same time the Board of Revenue proposed for the consideration of the Government that the six polliams which had been placed under attachment and which had been converted into eight estates should not be restored to their former holders at the rates of peshkash which was equal to two-thirds of Mr. Hurdis full survey valuation, but that the permanent jumma fixed by Mr. Hurdis for the remaining 32 estates should be reduced as they were very high so that, that would

Forty
estates
formed out
of Govern-
ment lands.

Basis of
assessment,
24th Oct.
1804.

leave the purchasers an average profit of 16 per cent of their full survey value. In this manner the settlement of the 40 estates was fixed in perpetuity on 24th October 1804. These polliams were restored to the poligars while 32 of the created estates whose number increased to 35 on account of subdivisions were put up for auction. Sanads were issued for three polliams and estates on 17th August 1805. But the whole scheme failed, because 29 out of the 35 created estates were taken over by the Government on account of the accumulation of arrears due to excessive rates of assessment. There remained 6 estates and 6 permanently settled polliams, out of which only 4 remained with their proprietors in 1861 while all the rest have been sold out for arrears of public revenue or were surrendered to Government by their owners on condition that they should receive malikana or allowance.

The same principles were extended to the Dindigul Province in which the principle of permanent assessment was given effect to. Out of the total of 26 polliams of Dindigul, 14 including Kannivadi were left in the hands of the poligars, even after the cession of the country. These polliams were surveyed by Mr. Hurdis in fasli 1212 and peshkash which was fluctuating before that date was settled with the landholders at 70 per cent of the survey outturn of the previous year for fasli 1213. Similar arrangements were made with 10 polliams of Madura and six polliams of Manapara. The peshkash of these polliams remained unaltered. At first when the peshkash was fixed it was intended that permanent settlement should be extended in the 6 polliams of Dindigul mentioned above, but the idea was subsequently abandoned for this reason, that these polliams have always been treated by the authorities as temporarily settled polliams and are still shown in the accounts under the same designation.

Dindigul—Temporarily settled polliams may now be considered.—The Board observed in their letter, dated 3rd September 1804, paragraph 45 as follows:—

Dindigul
Temporarily
settled
polliams.

“Of the 26 polliams formerly comprised within the Province of Dindigul 14 remained in the possession of the poligars, and as no permanent assessment has been proposed for them by Mr. Hurdis, it is our intention at an early period to require his successor, Mr. Parish, to report on this subject.”

The Board wanted to complete the permanent settlement of the polliams of the southern districts including Manapara and Madura polliams and the remaining 14 polliams of Dindigul on which Mr. Hurdis had failed to report. But this was not carried out. Mr. Parish while reporting on the settlement of Dindigul for fasli 1213 simply observed that the peshkash of the Dindigul poligars, namely, 35,235–31–56 star pagodas had been already adjusted by the late Collector Mr. Hurdis upon actual survey in fasli 1212 and the same amount had been collected according to the demand, collection and balance accounts that accompanied. The Government demand was fixed permanently only upon some of these lands and the amount of the settlement for the four faslis under consideration then had been the same on all, viz. :—

<i>Settled Temporarily.</i>							S.Ps.	F.	C.	Polliams permanently settled.
Ten polliams of Madura	..	..	..	..	..	..	7,966	31	74
Fourteen polliams of Dindigul	..	..	..	..	..	..	37,237	13	56
Six polliams of Manapara	..	..	..	..	..	..	27,726	32	15
<i>Settled in Perpetuity.</i>							S.Ps.	F.	C.	
Ramnad	..	..	..	..	..	..	94,733	0	0
Sivaganga	..	..	..	..	..	..	75,000	0	0
Six polliams of Dindigul	..	..	..	..	..	..	16,327	30	11
Six estates of Dindigul	17,844	25	70	

The survey started by Mr. Hurdis in Dindigul district for faslis 1211, 1212 and 1213 was extended by him and also by Mr. Parish, his successor to the 10 polliams of Madura and 14 polliams of Dindigul and 6 polliams of Manapara. As regards the method of assessment the same method was followed for these lands as with respect to those of the circar, the only difference being that in these polliams the rates of thirva were in some cases lower than in the circar villages. At this stage, having regard to the inadequate and fluctuating peshkash previously collected from the poligars of these districts a settlement was entered into in fasli 1213 with them, on the basis of that survey and the survey valuation and the collections from nanja and punja and swarnadayem at 100 per cent, and out of this granting 30 per cent to the poligar, the remaining 70 per cent was taken as revenue payable to the Government. On such grounds the settlement for fasli 1213 was fixed as follows :—

	S.Ps.	F.	C.
Ten polliams of Madura	7,969	4	74
Fourteen polliams of Dindigul	37,237	31	56
Six polliams of Manapara	27,726	35	15

And this has continued to be the demand against these lands until now with the exception of a small difference of few fanams. Although it was intended then to apply permanent settlement to these, somehow it was not carried into effect as a result the demand for peshkash on these polliams had continued to be the same without any change. Permanent settlement could not be effected formally and sanads issued on account of the arrears of revenue accumulated on one side, while on the other nobody will be coming forward to purchase these estates because the tenure was not fixed in perpetuity. Under these conditions it was considered very unreasonable to proceed against the person and property of the poligars without perfecting his title. The Board, therefore, proposed that in cases of accumulation of arrears they might resume the land, and keep them under Amanee management, giving to the poligars the malikana of 10 per cent on the net collections. The question put to the Government by the Board was on what basis this malikana could be fixed whether it could be fixed on the basis of Punganur polliam or any other basis.

**Punganur
Polliam.**

Punganur polliam.—Punganur polliam which is now in Chittoor district and then in North Arcot district and some polliams of Coimbatore, Balaghat and Nellore, that were all in a similar state of arrears, were dealt with on the same lines, that is on arrears accumulating they were taken possession of and pending final settlement of the polliams direction was given, that (1) statements showing the actual value of each polliam exclusive and inclusive of all alienations whether granted with or without due authority should be prepared, and (2) a statement of the actual collections realized from each polliam should be prepared from the date of the assumption of management by the company, and (3) a statement showing the amount of peshkash at different periods and what the jumma assessed then was. In this way all these have been put in the suspense list without being permanently settled. The only two polliams that were permanently settled then and proposed to be taken under the Court of Wards were Madoor, and Pullanaicknoor. When a proposal was made to the Court of Directors in England to settle in perpetuity the unsettled polliams of Madura, Dindigul and other districts referred to above the Court of Directors in their reply given of 1822, said—

“ That the arrangement concluded with the poligar of Punganoor should be extended to other poligars.”

The polliam of Punganoor was settled in 1802 on the line suggested by Lieut.-Col. Munro in the settlement of the estates of the neighbouring poligars of the Ceded districts. The basis referred to was as follows :—

“ The annual settlements of revenue were made directly with the inhabitants by the Collectors’ servants and an allowance of one-fifth or 20 per cent upon the gross revenue was assigned to the poligar for his maintenance, and for the trouble and expense of making the collections with which he was entrusted during his good behaviour. This arrangement was continued down to 1815, and during the whole period, the poligars were represented by the successive Collectors who were in charge of the district to have been distinguished by uniform good conduct, and to have evinced on all occasions a submissive deference to the authority of the company unusual among the class of people to which he belonged.”

“ In 1812 a decennial settlement of the polliam was concluded by Mr. Ross with the inhabitants, for an annual jumma of star pagodas 27,019 and in April 1815, after a good deal of correspondence with the Collector respecting the resources of the estate and the revenue derived from it in preceding years, the Board of Revenue recommended its restoration to the poligar upon the following ground :—

“ The country was assumed to ascertain its value, not in consequence of any misconduct on the part of the poligar. This value has been ascertained and as the poligar’s conduct during the assumption of his country has been exemplary, the restoration of it to his entire control is a measure of strict justice only.”

“ That the Board did not mean the expression ‘ entire control ’ to be understood without qualification is to be inferred from the subsequent paragraphs of their proceedings in which they observe that ‘ as the Circar villages of the polliam have been rented to the inhabitants for ten years, and as they have received cowles from the Collector, the zamindar will not be at liberty, during the continuance of the lease, to exact more than the rent defined in those cowles or even to assume the waste land which had been made over to the inhabitants who have rented the villages. Without an express stipulation to this effect, the arrangement would have been stamped with bad faith and injustice. Although we are decidedly adverse to the general doctrine laid down in the memoir written by Mr. Hodgson

in 1806, that the permanent settlement ought not only to be made with zamindars where zamindars exist, but 'that zamindars ought to be created where none are found,' we are by no means disposed to object to the restoration of the poligar of Punganur to the management of his polliam."

"The average of the poligar's allowance during the period in which the polliam was under the management of the company is stated to have been star pagodas 7,860 per annum; out of which he had to defray the charges of collection and of tank and pagoda repairs. That allowance has been increased during the term of the decennial lease to star pagodas 9,006 per annum, or about one-third of the gross jumma, so that the net revenue of Government from the lands comprised within the polliam will be reduced to star pagodas 18,000 per annum. Had the poligar's allowance been graduated upon the scale of which it is now fixed during the ten years in which the estate was under the company's management, it would have yielded, according to the calculation of your Revenue Board, star pagodas 1,311 per annum less than was actually derived from it. Had the poligar's allowances during the decennial lease, continued the same as he had received during the preceding ten years, the net revenue of Government from the polliam would have exceeded, according to the same calculation, what it will yield under the increased scale by star pagodas 1,146 per annum. The arrangement cannot, therefore, be considered as favourable to Government in a fiscal point of view, on the contrary it appears to have been attended with some pecuniary sacrifice."

"In 1802 Lieutenant-Colonel Munro expressed an opinion that the poligars ought not to receive more than a fifth of the net revenue, and if even less than that, the better. But Mr. Ross very justly observed with reference to this opinion that it was formed and recorded at a time, when the Ceded districts were in a very different state both as to revenue and quiet from that in which they are now happily placed; and there can be little doubt, that it would be willingly altered if the officer who gave it were to see the country in its present condition, and to be made acquainted with the uniform loyalty and good conduct of the Punganur poligar. Under the circumstances of the case, therefore, we are disposed to sanction the engagement which has been entered into with the poligar for the annual jumma of star pagodas, 18,000 during the decennial lease, we see no reason however for making an exception in favour of this polliam from the general instructions which have been conveyed to you prohibiting the Permanent Settlement of districts where that arrangement has not been already introduced. The settlement must therefore be considered as limited to the period of decennial lease."

Finally the Court of Directors refused to sanction a settlement in perpetuity with Punganur but only a sanad to grant the poligar a cowle on certain terms for twenty years subject to reconsideration at the end of the term. Punganur was so held under cowle until 1861. The average revenue for faslis 1234 to 1240 with special reference to the arrangement that had been made, was assessed at the reduced rates of assessment. While doing so the poligar was prohibited as he had always been in the past from collecting higher rates from his ryots *without the previous permission of Government*.

In 1840 Kannivadi polligar paid up the arrears due upon the polliams and demanded restoration. In cases where the arrears were not paid or it was paid partly the polliams were directed to be sold in public auction for the balance outstanding against them. When this rule was announced 9 out of the 17 polliams then under attachment, surrendered their estates. One was sold for arrears; two were redeemed on payment of the amount due on them. One was restored to the proprietor by order of the Court of Directors, that all arrears should be written off but at the same peshkash. There were still 4 polliams remaining for which the reduction of peshkash had been claimed for. They were Valliapatti, Veeramalay, Vadagherri and Comarawadi. The first was refused to be handed over to the poligar and it had been under the Government management for 34 years. They refused to hand this over to the poligar because it had been under the Government management for 34 years on the ground that the people would not like to be handed over to a person who had been a pensioner for more than a third of a century and who had no revenue experience. Under orders of the Government of England, Valliapatti was ordered to be incorporated with ayan lands. The principles applied for resumption of this polliam had been applied to other polliams also. Mr. Levinge did not like that any increase should be made in the demand against 12 out of the 17 then existing unsettled polliams for reasons already stated; but he said that the existing settlement was originally intended to be permanent and he therefore recommended to give effect to that intention, 3 per cent

Kannivadi
and other
polliams.

of the assessment on the cultivation of fasli 1269 be added to the peshkash and the proceeds of this percentage be formed into local funds for improvement of the roads in several estates.

Mr. Levinge proposed to enhance the Government demand. He therefore recommended that they might be settled in perpetuity then by charging an additional 3 per cent over the assessment on the cultivation of fasli 1269 to the peshkash, and he further proposed that the proceeds of this percentage be formed into local funds for the improvement of the roads in the several estates. On the remaining estates he proposed a very great addition to the Government demand, as shown below :—

							Present peshkash.	Proposed peshkash.	Increase per cent.
							Rs.	Rs.	
Ammanaika- nur, Bodi- nayakanur, Guntama- naikanur, Thevaram.	Kannivadi	..	..	..	..	..	38,140	46,900	23
	Ammanaikanur	..	..	..	..	..	13,970	29,052	108
	Bodinayakanur	..	..	..	..	..	15,347	28,570	86
	Guntamanaikanur.	..	..	..	..	..	13,415	Not deter- mined.	..
	Thevaram	..	..	..	..	..	1,101	5,743	421

The reasons given for enhancement were (1) that the estate was then far more valuable than it was when the previous settlement had been made, (2) that it contained large undeveloped resources or both.

As regards Guntamanaikanur he suggested that a large extent of waste jungle should be taken over by Government. In all cases he recommended that a portion of the peshkash should be set apart to form a fund for local development.

Chittoor
Polliams.

Chittoor polliams.—Chittoor poligars are descendants of certain officers of the Hindu Government or telingana. In the middle of the 16th century they were given several inam villages and fees in the neighbouring districts on condition that they maintained a sort of military police in that part of the country which was entrusted to them by one of the Provincial Governors of the Vizianagram dynasty, when their power was declined and the seat of their Government was transferred from Vizianagram to Penugonda and then to Chandragiri in the northern division of Arcot. Referring to the characteristics of poligars generally and Chittoor poligars in particular the description given of them in Board's Consultation No. 5912 of 16th September 1861 is as follows :—

"Naturally of warlike and aspiring habits, these ambitious chieftains seized with avidity the many favourable opportunities for increasing their power and influence which arose out of the imbecility of a declining Government, and the convulsed state of public affairs during the struggles which subsequently ensued between the last race of Hindu Princes, and Muhammadan invaders of the Peninsula; and gradually usurping the rights of the Government they were bound to support; they at length threw off all disguise and openly asserted their independence."

"It was not until the Mussalman Government had begun to assume a settled form that they ventured to require these chieftains to acknowledge their authority, nor was it until after a long and desultory warfare of various success on both sides, that they were at last awed into a doubtful obedience by the infliction of a cruel and ignominious death on two of the chiefs of their tribe. Reduced for the first time by this means during the Government of Jaher Mahomed Khan, they consented to the payment of an annual tribute to the amount of 40,000 puliput pagodas, which was reduced during the administration of Doast Ali Khan to 19,085 puliput pagodas; but availing themselves of the uncertain, confused authority which prevailed in the Carnatic during the wars in the Peninsula to establish the succession to the Nabobship of the Carnatic, they afterwards discontinued the payment of this sum; and it was not until the Nabob Wallaja was firmly seated on the Musnad, that he succeeded in collecting this tribute through his younger brother Abdul Wahob Khan, to whom it was granted as a part of his Jaghire."

Jaghire.

Jaghire.—"On the cession of the Carnatic, and the assumption of the family Jaghires, the collection of this peshkash devolved on the British Government. It was raised by Mr. Stratton, the Collector first appointed to this charge, from pagodas 16,828-14-50 to pagodas 35,775 from the commencement of fasli 1211.

and continued at this rate during the subsequent fasli 1212, but towards the conclusion of that year, the poligars began to fall heavily in arrears, and some of them evinced a conduct so extremely insubordinate and contumacious as to render necessary the contemplation of compulsory measures towards them. A force sufficient for this purpose could not be spared by the Government until the month of July 1804, when a body of troops was assembled in the polliams, and the Collector was vested with a discretionary power to take temporary possession of these lands to such extent as circumstances might render necessary, at the same time allowing the poligars such an allowance as might be requisite for their maintenance."

"The Collector's endeavours to bring the poligars to a proper sense of their duty having entirely failed, recourse was had to the military force that had been assembled, upon which several of the poligars broke out into the open rebellion. A second attempt at pacific measures was made by the appointment of a Special Commissoin to settle the affairs of the polliams; but this having likewise proved fruitless, active operations were again commenced; and towards the beginning of 1805, they terminated in the entire suppression of the rebellion. Three of the polliams named Mogarai, Pooloor, and Pacal, were declared by the Government to be forfeited—one, viz., that of Gadipati mentioned in paragraph 8 of these proceedings remained as heretofore in the possession of its poligar, and the remaining five named Bangari Pilliam, Nargunti, Poolicherla, Caloor, and Toomba, which had been temporarily assumed during the disturbances were directed to be surveyed with a view of being eventually restored to their poligars on the permanent zamindari system, an allowance of 18 per cent on the beriz of fasli 1210 being in the meantime made to each of these tributaries."

"The Board in their proceedings of the 16th November 1815, from paragraphs 81 to 93, inclusive, explained very fully the origin of the Chittoor poligars and the various measures which had been adopted during the Nabob's Government, and since the transfer of the Carnatic to the Company's authority in regard to those tributaries, and they observed that as the Government stand in some degree pledged to restore certain of these polliams, it appears to the Board of Revenue that to delay further a final decision of their claims might be construed as a breach of public faith. They accordingly required Mr. Graeme to submit a full and distinct report on the precise nature of the pledge given to each poligar, on the resources of each polliam, and on the manner in which he would recommend each to be finally settled."

Mr. Graeme's Report was furnished on 31st March 1818.

The Chittoor polliams were 10 in number. They are—

Chittoor
Polliams.

- | | |
|-----------------|------------------|
| (1) Bungaree, | (6) Goodepati, |
| (2) Tumba, | (7) Mogarai, |
| (3) Margunti, | (8) Pooloor, |
| (4) Caloor, | (9) Pakal, and |
| (5) Poolcherla, | (10) Yadurconda. |

"The last four polliams were forfeited to the Government in consequence of the resistance given by the poligars, of whom the poligar of Yadurconda was sentenced to capital punishment. The poligar of Gudepatti has in consequence of his good conduct retained his polliam in his own possession. The first five mentioned polliams were resumed temporarily with the intention of conferring Permanent Settlement along with Gudapatti."

Proclamation of November 1804.—"Both the pledge given to the poligars and the terms on which the polliams are to be resorted, are distinctly stated in the Proclamation of Government, dated November 1804; the four poligars of Mogarai, Pooloor, Pakal, and Yadurconda are declared to have permanently forfeited their polliams in consequence of their continued rebellion, and their not availing themselves in time of the other polliams is to be made is that two-fifths or 40 per cent should be reserved for Government out of the melvaram or circar share of the produce recoverable from the lands, three-fifths or 60 per cent thereof being retained by the Commissioners, Messrs. Webb, Burdis, and Stratton, who were deputed in 1804 for the settlement of the affairs of the Chittoor polliams."

Inams.—Mr. Graeme proposed to resume the collections of fasli 1215 which was the highest of the thirteen consecutive years as the basis of final assessment and value Rajabandu and Amaram and Chillara Inams to enable the poligars to resume the same. According to this proposal Rajabandu inams should be valued at three-quarters and the amaram and chillara inams at two-thirds of the survey assessment of the same year. For the six polliams the peshkash was fixed at 11,663 star pagodas. The Board of Revenue adopted the average of the collections from faslis 1214 to 1226, inclusive as the basis of calculation for peshkash. The total amount came to 9,554½ pagodas and this amount was made payable on the termination of the general decennial lease or from the end of fasli 1250. These polliams were directed to be managed by the Collector until the debts of the poligars were discharged and arrangements were made for their maintenance. The proposal of Mr. Graeme with regard to the inams was accepted by the Board with the addition that a condition should be inserted in the sanad authorizing the poligars to resume these inams. Rajabandu inams are inams granted for the maintenance of relations and dependents of the poligars so long as they were alive continuing to do their service. There was some confusion created in this connexion by the principal Collector not giving effect to the instructions of the Government.

Kattubadi inams.—There was another class of inams called kattubadi inams. They were in those days, inams granted to peons who were bound to render military police service to poligars. Originally they were bound to guard and protect their own villages and later extended to service in cusba town. They were bound to live close to poligars house in the town and formed members of the army of the poligars. But when the Government lost their power over their Chiefs, they became plunderers of the land. Each one of these peons was rendering service in consideration of enjoying certain extent of land bearing small quit-rent or jodi. But when once these polliams were resumed the payments due to these inamdars were raised to one-half of the full survey rent for grama or village kattubadi and one-third for the polliam kattubadi. Mr. Graeme explained that the lands were overvalued in the survey and the correct rates would be one-half and three-quarters of the full rent. One important thing that should be borne in mind with regard to these inams and the polliams is the military and the police character of the people. The resistance was carried on to the last limit, even after the Government of the East India Company was established on a firm footing. To have some idea of the military character of the peons as well as the poligars the following description given by Mr. Graeme might be read. It is as follows:—

“With the view of securing the tranquillity of the country and habituating this restless and daring class of men to the peaceful pursuits of agriculture, these favourable terms have been continued, and a decennial settlement has been concluded with each of them individually where it could be done, and in other cases with the Monigars or head peons of the different bodies, but not to lessen the usual security of the revenue the Rheddies of Mouzas are jointly responsible for the rent so fixed.” The total rent for these lands was 10,273—18—75 pagodas and the number of peons was 2,815.

In the chapter under inams it was pointed out that under the special Inam laws and Regulations the right to settle claims and disputes was reserved for the Government itself without leaving it to be settled by ordinary civil courts. The reason could be seen here. It made no material difference, whether it was a poligar or an inamdar, kattubadi or rajabandu or chillara. Everyone was equally restless and violent. The Government wanted to subdue them and make them docile. It was for these purposes that the power of settling disputes was reserved in the hands of the Government. When it was settled to grant cowles to the poligars the Board insisted that a clause should be inserted in the cowle prohibiting the poligar from resuming any of the kattubadi inams without the special sanction of the Collector in writing.

Speaking of these inams Mr. Graeme made the following observations in paragraphs 17 and 18 of his letter, dated 31st March 1818:—

“If we look to the specified revenues of fasli 1210, not including the rent of the kattubadi lands, the poligar's share was left at only between 38 and 39 per cent.”

“It is evident from the avowed principle of the settlement with the zamindars of Bommarazupalayam, Kalastri, Venkatagiri and Sydapur which was to make a commutation for military service, and from the intention understood to conduct the settlement with the Chittoor poligars on the same principle as that with the western zamindaries; from the discussions which appear in the Proceedings of the Commissioners, and from the difficulty the application at first met with, which I submitted to the Right Hon'ble the Governor in Council to be permitted to continue the lands to the kattubadi peons, an objection founded upon the

offence which such a measure might cause to the zamindars with whom the conditions of their resumption had been insisted upon; these circumstances render it clear that it was considered that Government had a right to calculate upon the value of the kattubadi lands as an available revenue, and that so large a proportion as 60 per cent to be relinquished to the poligars was offered to them upon this consideration."

According to Mr. Cooke the position of the inams was as follows; as described in his letter, dated 10th July 1823:—

"With respect to the kattubadi lands, these have been for the most part continued. I say for the most part, as in some instances these though ostensibly granted at favourable rates as constituting service lands, they have been so highly assessed that the parties have declined holding them, and some, where they have been abandoned by the original occupants either by lapse or by their own voluntary acts, have been assumed and added to the Ayan lands. The Government decided that these kattubadi inams in the Ayan taluks should be continued to their holders as personal life grants freed from the tenure of service and that these being in the nature of service grants should be enfranchised and adjusted under the rules of the inam commission in the same manner in which the kattubadi inams in the Ayan taluks were continued in the possession of the holders as personal grants."

From what is said above it is clear that the six polliams of Bangari, Nargunti, Pulicherla, Kallur, Tumba and Gudipati were granted on permanent peshkash of two-fifths of their assets though the grant of a permanent cowle was postponed for some reason or other.

Kangundi polliam.—This polliam was originally in the Salem district. It was transferred to North Arcot at the time of the enquiry conducted by the Inam Commissioner. The grant of permanent sunnad in this case was postponed on account of the refusal of the poligar to accept the conditions imposed on the inam situated in the estate. The peshkash in this estate was fixed in perpetuity by Colonel Read in 1800 on the basis of 60 per cent of the assets at that time.

Salem polliams.—A law of entail was proposed for these Salem polliams; poligars of Bangalore or Ankoosagherry, Shoolagherry and the heirs and the Jagheer of Laulalutcheeram.

Bangalore poligar claimed his polliam Oosoor to be as old as 615 years. Their Poosagiri polliam was claimed to be 725 years old.

With regard to these polliams they were impartible and indivisible. The eldest son has to succeed to the whole, being liable to maintain other members of the family.

Tanjore polliam.—These were 13 in number and of very ancient origin tracing back to the Mahratta dynasty.

Coimbatore polliams.—These polliams were settled in or about 1808. The basis of the assessment being in the proportion of 70 per cent of the assets to the Government and 30 per cent to the poligars. Almost all the important places of unsettled polliams existing in the Presidency came under the same category. Those that did not come under this were very few. The same basis applies to all these. The history of these polliams and these inams is given at some length here with the object of showing that the proportion and the basis adopted for calculation of the peshkash has not been uniform. The total given below shows the difference in the basis of calculation between the zamindars and the poligars and again amongst the poligars between large estates and small estates. The total is as given below:—

General rule for the zamindari settlement in the Northern Circars.		To Government. Two-thirds of net assets—60 per cent of the gross.	To zamindar or poligar One-third of the net—40 per cent of the gross.
POLLIAM SETTLEMENTS.			
Ceded districts permanently settled 1802.	80 per cent of collections	.. ..	20 per cent of collections and 10 per cent of future increase.
Tinnevely permanently settled large estates.	54–57 per cent of computed assets	.. ..	46–43 per cent of computed assets.
Tinnevely permanently settled smaller estates.	41–49 per cent of computed assets	.. ..	59–51 per cent of computed assets.
In seven cases	60 per cent of ascertained gross resources.	.. ..	40 per cent of ascertained gross resources.
Madura permanently settled—Ramnad.	66 per cent of average gross collections on average of six years.	.. ..	34 per cent of gross collections on average of six years.
Permanently settled Dindigul, six-polliams.	66 per cent of survey valuation	.. ..	34 per cent of survey valuation.

General rule for the zamindari settlement in the Northern Circars.	To Government Two-thirds of net assets— 60 per cent of the gross.	To zamindar or poligar One-third of the net—40 per cent of the gross.
Not permanently settled, but unaltered since 1802.	70 per cent of survey assessment on cultivation of fasli 1212.	30 per cent of survey assets on cultivation of fasli 1212.
Chittoor Polliams not settled permanently as per Proclamation, dated 1804.	40 per cent of the melwaram or Government share (calculated on the decennial settlement from fasli 1221 to fasli 1230).	60 per cent of melwaram.
Kangundy permanently settled.	60 per cent of assets in 1800 ..	40 per cent of assets in 1809.
Poonganoor permanently settled.	83 per cent of average revenue from fasli 1234 to fasli 1240 (Sunnud granted in 1860), supposed to be equal to 67 per cent of value.	17 per cent of average revenue at time of settlement, supposed to be equal to 33 per cent of value.
Salem Polliams not permanently settled and Western Polliams permanently settled.	Ancient peshkash confirmed without reference to assets.	Not calculated for the settlement.
Coimbatore Polliams not permanently settled.	70 per cent of assets in 1808	30 per cent of assets in 1808.

One other fact is evident in this connexion, viz., that although the peshkash had been settled at the time of the permanent settlement of 1802 or about that period, sunnuds were not issued for a very long time after that, either because the arrears of peshkash had not been paid or the poligars and the zamindars had not furnished sufficient proof of their loyalty and obedience to the authority of the Government. In the case of these unsettled polliams it will be noticed that the demand, even when it was not fixed by the grant of permanent sunnuds, had continued almost in every case to be the same without enhancement for over 15 years and generally there was no difference at all in the relative proportion of the share of the Government and of the poligar who did not get a sunnud and that of the zamindar who had obtained a sunnud. One distinguishing feature between zamindari for which sunnuds had been granted and the unsettled polliams for which sunnuds were not granted was this—In polliams the sale of land under decrees of courts or alienations made by the poligar himself could not take effect because the right of nominating a successor to the polliam on the death of the poligar always vested in the Government. The effect of issuing a sunnud to the poligar was to leave the succession free and enable the ordinary course of inheritance to follow under Hindu Law with one limitation, namely, that the individual is governed by the right of Primogeniture.

Regarding these unsettled polliams that have been discussed in detail above, the Board of Revenue arrived at the following conclusions and made the recommendation noted in the last paragraph :—

First.—That in all cases, by the length of time during which Government have allowed the present state of things to continue, they have in great measure precluded themselves in equity from now enhancing their demands.

Second.—That the original position of the poligars was equal to that of any, and superior to that of many of the zamindars and poligars with whom permanent settlements at the old rate of peshkash have been made; that their relation to the ryots was most intimate, and that these considerations, which afford ground for treating the poligars with equal liberality, have acquired additional strength from the lapse of time since they came under the authority of the British Government.

Third.—That in several cases the Government is distinctly pledged not to enhance their demand above the existing rate, the particular cases being those in which the peshkash is with few exceptions by far the lowest in proportion to the estimated value at the time of the settlement, and the claims of the individuals perhaps the weakest if based on past loyal conduct.

Fourth.—That in others the existing settlement was avowedly made with the intention of being permanent, and that in most of these cases the peshkash is at present as high in proportion to the actual value of the estates as it could now be fixed with any expectation of the arrangement being permanent one, undeveloped resources being no sufficient reason for enhancement in such cases, while in the few excepted cases, the present improved condition of the estates is mainly due to the careful management of the proprietors whom it would be in the highest degree impolitic to discourage, by additional taxation, in this course of life.

Fifth.—That in the few remaining cases, which are limited to Salem, the claims of the families to the settlement in perpetuity of the Government demand at the existing rate are of the strongest description both as derived from their antiquity and long occupation of their present position, from their good and loyal conduct

towards Government, from the expectations which have been held out to them in former years, and from the course which has been pursued towards others having far inferior claims.

Lastly, that although the grant of a sunnud of permanent settlement to the poligars is politically and socially a highly desirable measure, it will be by no means one of unmixed advantage to the poligars, but will bring with it liabilities and responsibilities from which they are at present exempt."

The Board would therefore recommend that all existing poligars be confirmed in their tenures on the present terms as regards peshkash, and that sunnuds of permanent settlement be granted to all who are willing to accept them and to execute a corresponding kabuliati, a limited time being fixed within which their decision must be made. The form of sunnud used in zamindari settlements of 1802, may be used in the cases of the larger estates. In the petty polliams it would be unsuitable and a more simple form should be used.

Nellore polliams.—The poligars of this district were originally cavalgars, entitled to collect fees even outside their own village limits for the police rendered by them. The demand on their own villages was high.

For fuller particulars regarding the unsettled polliams of Madura, North Arcot, Salem, Coimbatore and Nellore districts, the Appendix may be referred to.

Chittoor poligars.—Having rebelled against the Government, martial law was declared, the battle was fought and they were ultimately subdued.

The Government Order with regard to all these unsettled polliams is No. 2730, Revenue, dated 10th November 1865.

Finally, under the orders issued by the Government most of these polliams were converted into estates by the issue of sunnuds

Next we shall consider—

THE JAGHEER.

In the correspondence relating to the Permanent Settlement of the land revenue of the Jagheer in the year 1802, we find the following description about the land in the Jagheer :—

"Those lands being havelly or khas may be described under the definition of the Crown lands in England; the property in the soil has hitherto been vested in the Company; and all the temporary settlements which have been made of the revenues of the Jagheer, have been effected on the part of the Company as the sole landlord. This tenure founded on the polity of Asia, it has pleased your Lordship in Council to relinquish, and to substitute a mode of taxation more conformable to the wisdom of European economy by constituting individual persons to be possessors of the land in their own right, for according to a great authority 'of all despotic Governments there is none that labours more under its own weight, than that wherein the Prince declares himself proprietor of all the lands. Hence the neglect of agriculture arises'."

Thus the right of the cultivator to the soil was recognized.

The Jagheer was divided into estates or zamindaries and sold as in the case of havelly estates in the Circars and in other places. The conditions of sale contained the same terms here, as in the case of the havelly estates in the Circars. One of the conditions of sale was that the thirva on the punja land and the outer backyards shall in cases of dispute be regulated agreeably to the rates established in the dowlah of fasli 1210, it having been found on the experience of four years that the general rates established by the late Collector do not afford an adequate incitement to industry. This condition is the same as the rule laid down in section 9 of the Patta Regulation XXX of 1802. (See paragraph 80 of the correspondence to the Permanent Settlement of the revenue of the Jagheer in the 'Selections from the old Records of the Chingleput District.')

As regards the fruit-trees the same conditions were imposed for the protection of the rights of the cultivators, with special reference to tamarind and coconut trees. The produce of the tamarind trees was to be divided in equal shares between the proprietors and the cultivators, whereas the produce of the coconut trees planted by the cultivators in the street belonged exclusively to the cultivators and they were not liable to tax.

The rates of fasli 1210 were accepted as the standard for decision when disputes arose, because the value of the permanent peshkash itself was based on the rates that prevailed in fasli 1210 which is the year preceding the Permanent Settlement. This

principle and method were applied to waram rates also. Clauses 76 and 77 of the same selections explain the rights of inhabitants and also the principle and basis of fixing of the permanent peshkash. Clause 76 runs as follows:—

“ In disposing of their property in the lands, Government transfers to the constituted proprietor the seigniorial rights which they exercised in their capacity of general landlord by the exercise of those rights being tempered by the extended views of the Government, considers in its political capacity of Sovereign, the inferior inhabitants derived from the care and the interests of the Government, a positive degree of security against the abuse of power. We presume that in framing the regulations for the new internal constitution of this Government, security will be provided under distinct definitions for the rights, prescriptions, immunities, and customary advantages of the *lower class of people*.”

One of the most important objects of the solicitude for that class is the waram (or share of the crop) a subject which appears to have been thoroughly discussed the rates which have prevailed for the last six years ought in our judgment to be confirmed *according to the Dowle of Fusly 1210 as the standard for decision in cases of dispute; being the rates on which the value of the Jagheer has been calculated in fixing the permanent jum-mah*. We do not recommend these rates of waram from an entire conviction to enable the proprietors of land to enforce a fixed and it will be highly expedient to enable the properties of land to enforce a fixed—and known rate of division; without which the means of cavil on this point are so abundant as to be capable of involving every proprietor of land inextricable disputes with his tenants; and consequently to depreciate the value of land. Possessing the power of enforcing a fixed rate of division, the proprietor will retain the option of relaxing the exercise of it, and will consequently be enabled to afford encouragement to industry, and to repress the litigious spirit, which too generally distinguishes the lower order of our Indian subjects. The inhabitants will find protection in the Courts of Judicature from the oppression of the proprietor, but unless some defined rule be fixed, the proprietor would be continually harrassed by obsolete claims of prescriptive “ Mamool.”

In all the estates formed from out of the Jagheer the rights of the inhabitants or cultivators have been protected in the same manner in which they have been done in other zamindaries, ancient or havelly.

Before the Company acquired the Jagheer, there were Poligars there. The Poligars were considered to be the servants of the state and the right to reform that department was reserved by the Government. After the division of the Jagheer into 61 estates, the Poligars were deprived of their police duties and the undefined and oppressive exactions which the Poligars had been making to the tune of about 5,000 pagodas were abolished. After depriving the Poligars of their police duties the Jagheer was divided into estates and each estate into four departments or tahsildaries of nearly equal extent. The plan proposed by the Collector and finally accepted by the commission was as follows:—

- 1st.—That four principal officers of police be appointed, one to each division to be called “ Police Sirdars,” who should have an adequate establishment of subordinate officers.
- 2nd.—That the expense of the police should be defrayed by Government from the resumed Cavally rissooms.
- 3rd.—That four of the most respectable of the present Poligars should be selected for the office of “ Police Sirdars ” and that as many more of the present Poligars, as convenience will permit, should be included in this establishment.
- 4th.—That the remaining Poligars whose services cannot be immediately employed should be provided for by granting their moccassah villages on the terms of shotriums at a small quit-rent; and that those Poligars who have no shotriums or moccassah villages should receive a pension for life from the fund.
- 5thly.—That all tookery peshcush should be abolished, and that the enjoyment of their fees should be confirmed to the tookeries on the condition of affording their assistance on every requisite occasion as subordinate officers of police, that such of the tookeries as may not possess sufficient fees for their support may receive stipends from the fund, that they should be relieved from their present responsibility for losses by theft, the usage being inconsistent with the principles of an efficient police.

From the above division it is made clear how shotrium and mokhasas were carved out.

NAUTTAWARS.

As in the case of ancient zamindaries and Western Polliams, the permanent settlement of the land revenue in the Jagheer and the estates in the shotrium and mokhasas formed out of the Jagheer lands, rendered it unnecessary for the continuance of a large

number of subordinate revenue officers between the Collectors and the curnums. All such officers including that of Nauttawars were abolished. As regards the origin and the history of these Nauttawars, we may refer to the clauses in paragraph 66 of the correspondence taken from the selections of the old records of the Chingleput district. The passage referring to this class is as follows:—

“The changes of local authorities since the Mahomedan conquest seem to have directed the attention of the ryots to men of property resident among them as more immediate objects of confidence than the leader of a conquering army, whose movements were uncertain and whose approach was not less dreadful than that of his opponent. This being the probable foundation of the office of Nauttawar the continuance of it appears to have been connected with the policy of strengthening an influence already established by the operation of unavoidable causes, the circumstances of the times and the state of the Mahomedan Government rendered it prudent to attach this influence to its interests. The advantages of the office may be supposed to have been conferred on terms favourable to the possessors and (as some of the old sunnuds express) given “on condition of acting with fidelity for the advantage of the Circar at the time of settling the Jummah-bundy.” They have been considered to be honourable stations and length of possession has annexed to them the idea of property although the emoluments of an office ought under ordinary circumstances to cease with the discontinuance of the office itself, yet it will be just under the stated considerations, to grant a compensation in the case of the nauttawars adequate to the loss sustained by the immediate incumbents; at the same time, therefore, that we propose to guard against the inconvenience already experienced from the existence of the nauttawary influence and interference by the resumption of their mauniams and high warams, we recommend that your Lordship in Council should confer on them, as an act of indulgence, the possession of their shrotrium lands tenable under a purwanah of Government.”

These nauttawars who were appointed by the Government while Mr. Place was the manager of the jagheer, were recommended to be included in the abovenamed arrangement. The inhabitants of Utrumalore and Salevauk also put forth their claim for similar grants. They alleged that they performed the duty of nauttawar without demanding any remuneration, enjoying only a few mauniams which the Government proposed to resume. On Collector's recommendation these people were given some select small villages to be enjoyed as shotriums. The nauttawars of Conjeevaram were deprived of their office and advantages, but having regard to the circumstances under which they were dismissed and to the advanced age of some of them, were restored to their shotrium.

The gross annual value of the shotrium lands conferred upon the ex-nauttawars amounted to 12,773-29-0 pagodas. The Board of Revenue recommended the resumption of the shotrium lands of the nauttawars and continuance of some of their mauniams and high warams; but the Commission did not accept the recommendation on the ground that the trouble would increase when the lands became private property and it was also proposed that the quit-rent of the shotrium lands might be raised to 2/3 of the gross produce on the death of their incumbents and continue to their heirs at that rate. But the Commission did not agree. They proposed that the existing rate of quit-rent should be fixed in perpetuity. Having regard to the connection of the shotrium lands with the Government lands, it was considered expedient to provide for the collection of the shrotrium rent, i.e., the collection of the commuted marahs, through the proprietor of the estate. There were a number of shotrium villages carrying favourable rents, including the lands proposed to be given both to the Poligars and nauttawars. The merahs payable on the lands situated within the shotrium villages were commuted on the same grounds and for the same reasons as those payable from lands situated within the estates now composed of Government lands. The titles of all alienated lands were subject to investigation before Courts of Judicature, such as may be decreed invalid. When they were so decreed they were subject to resumption and disposal according to the pleasure of the Government.

Such briefly is the history of the estates, shotriums, polliams, etc., that had been formed out of the jagheer.

With this we may take it now that we have practically covered all classes of estates in the circars, in the western polliams and southern polliams except Rampa estate. Such details have been given with a view to show that the Madras Presidency was not a mere agricultural area, inhabited by docile, ignorant people who had to be trained to civilisation by the British. From the facts stated above it is made clear that the zamindari, ancient or modern, havelly estates, western polliams, southern polliams, shrotrioms, mauniams, rajabandu inams, or kattubadi inams, all formed from one end to the other into a net work of military and police units, functioning, and giving the necessary protection to the people in their respective areas. How restless, most of them

were even after the British rule was firmly established in 1758 and how they fought for their freedom, almost every inch, until they were subdued and emasculated, has been brought out in the previous paragraphs. If the military character of the people and the martial spirit had not been destroyed by first depriving them of their rights and then directing them to settle their disputes in the law courts established, this country would have been quite a different one to-day. The reproach that has been cast on this Presidency on the ground that the South Indians are not fit for military service and that they cannot defend their own country, could not have been cast, the zamindars, poligars, inamdars, and shotriumdars were giving protection to the people. The village administration was carried on in those days by the villagers. The cultivation was attended to by the people on a joint corporate basis. The villagers were proprietors of this soil as had been described in the previous chapters.

INDUSTRY, COMMERCE AND TRADE.

It is wrong to suppose as is given out by some publicists, sometimes that this presidency as well as the rest of India was mostly agricultural from ancient times and that the people were not competent to develop commerce, industry and art. Without going into the history we shall confine ourselves to the question whether the people of the Presidency were exclusively agricultural or whether they were carrying on other works.

This Presidency with the rest of India was a self-contained one when the British occupied and established their rule. The rivers were there and the river water was spreading on a larger area then than now, after the construction of the anicuts and people were able to produce whatever was wanted not only for their consumption but also for manufacturing and exporting goods to other countries. See report of Mr. V. S. Brodie in the re-settlement proceedings of 1896. Even so recently as 50 years back the Indian shops were full of the articles made in India. The industries peculiar to each district were flourishing and in the history and the Geography books that were prescribed for the school children of those days, all the centres where industries were prospering were described. Either for commerce or industry or general trade, every raw material required has to be got only from out of the land. There was navigation all round the coasts, the boats made in India by Indians, plying from one part to another on the coast; there were boats taking goods from this Presidency into the distant islands, bringing back gold in return. The object of the permanent settlement as stated in the preamble of Regulation XXV of 1802 or other regulations passed about that time was not only to fix the land revenue payable to the Government permanently but was also to enable the cultivator to save enough from out of the produce to supply to the manufacturers and industrialists and the traders to enable them to carry on their work, and thus make their contribution to the prosperity of the country.

In a report of the Circuit Committee on the Cassimcotta division of the Chicacole circar, at page 1, at the bottom, it is stated as follows:—

“The Havaily produce chiefly paddy, the small grain not being in the proportion of more than one-third, it manufactures were formerly very considerable consisting of fine and coarse Muslins, Sarses, Morees, etc., and long cloth of 12 and 14 punjam, the fine cloth and Muslins were sent to Hyderabad and money returned.”

Writing about Kallikottai zamindari, the circuit committee says on page 7 that the staple commodities of the district were grain and cloth, and the trade declined so considerably that it was feared that it would not be possible to realise the revenue even if the season should be very favourable. The anchorage and river jotis of those days were referred to in the same report.

Having regard to the large and small rivers throughout the Presidency, which could supply water to the fields wherever the Government or the people could divert the same, and the hills and forests and the reclaimable waste land in the country and the prospects of rain in proper seasons, the East India Company made their own calculations when the Permanent Settlement was effected in 1802, when in the Preamble of the Regulation one of the objects was stated to be promote, industries, manufactures and trade of this country. Lord Cornwallis and Sir John Shore and others who were in charge of the Administration in those days said in express terms that by fixing the land revenue permanently they were enabling the cultivator to develop and promote the industries and manufactures of the country also. They never suspected that for 138 years the rights conceded and re-affirmed from time to time to the cultivators would in fact be denied to them while only one of the parties has been enjoying the benefit of the Permanent Settlement by paying a fixed amount without any alteration as peishkush to the Government. The rent that was made unalterable in 1802 has been altered from time to time in the circars, in the western districts and the southern districts contrary to law on various grounds until at last the cultivator has become a chronic debtor and the Government has been disabled to redeem him from his debt.

AGRICULTURAL INDEBTEDNESS.

The indebtedness of the agriculturists in this Presidency as in the rest of the country is due mostly to the ignorance of the cultivators and the lack of power on the part of their leaders to organise economic societies and maintain them for the benefit of the agriculturists. Whatever may have been the disorganised condition of the cultivator and oppressive character of rack-renting on the part of the rent farmers before the Permanent Settlement, that was a time when the tenure and the rates of rent were uncertain and precarious and there was no such thing as indebtedness in the sense in which it obtains to-day. That was a time when the whole village was jointly liable to pay taxes to the Ruling Power and debts if any borrowed by individual members were payable to the village community. As the position of the borrower was well-known to the village Assembly or the panchayat, nobody could borrow indefinitely and there was none to lend indefinitely. The real trouble started with the disappearance of the corporate life of the villagers and introduction of individual ryotwari system and the establishment of Law Courts for settling disputes in the place of village and district panchayats. There was no question of heavy stamp duty or prohibitive cost of litigation so long as villages remained autonomous and village panchayats settled disputes of all kinds within their own territorial limits. The indebtedness started with the enhancements of land revenue assessment claimed firstly, by the landholders against the cultivators, contrary to the rules laid down under the Permanent Settlement laws, secondly, with the enhancements of land revenue assessment made by the Government against their zero-yti ryots from time to time through commutation rates until 1861 and thereafter through periodical re-settlements and thirdly, with the enhancements made by the inamdars against the cultivators arbitrarily as they chose. If a moderate assessment had been made as contemplated by the Permanent Settlement over all the lands whether zamindari, or Government or inam, the cultivator would not have been compelled to borrow moneys to meet the ever increasing and varying demands of land revenue. He would have taken all care to develop the land as his own and produce enough to pay the land revenue, maintain his family and also contribute towards the development of commerce, trade and industry of the country as intended by the authors of the Permanent Settlement. When the cultivator was not able to meet the increasing demands of land revenue on one side and the cost of the litigation in Courts of Law, he was compelled to borrow moneys from sowcars.

Within the short time allowed to us we have not been able to trace the exact date of origin of the agricultural indebtedness in the Presidency; nor are we able to say when exactly the indebtedness reached the first crore of rupees. But we are able to state from the estimate made by Sir Frederick Nicolson in 1895 that the total debt of the agriculturists of Madras was 45 crores. Within 35 years thereafter the debt was estimated at 150 crores by the Madras Provincial Banking Enquiry Committee in 1930. When Mr. Sathyanathan enquired into agricultural indebtedness of this Presidency and published his Report, dated 31st July 1935, the total indebtedness according to his estimate was roughly 200 crores.

It is difficult to say that the estimate of Sir Frederick Nicolson of 1895 or the estimate of the Madras Provincial Banking Enquiry Committee of 1930 or the estimate of Mr. Sathyanathan on 31st July 1935 was absolutely correct. The enquiries on which the estimates were based cannot be said to have brought out the exact figures. They could apply only certain principles and certain methods of calculation and their estimates were based only on the material that they could gather within the short time at their disposal. In enquiries of this nature it is not natural that all the creditors and the debtors would voluntarily appear before the committees and place the true state of their accounts to facilitate the work of the committee and enable the Government to arrive at the exact figures as is done in the case of the audit of any business company. Even to-day the estimate of latest indebtedness can be taken only as a rough estimate and proceed to examine the question on recognised lines.

As pointed out above there would have been no debt at all if the cultivator and the ryot and the land he cultivated had not been taxed beyond their capacity. Next when the indebtedness was estimated at 45 crores in 1895, if the Government had established agricultural banks, that could give relief to the ryot by lending him moneys to meet all his necessities at a low rate. The debt could have been easily wiped off. In or about 1882 i.e., long before the debt reached the limit of 45 crores strenuous efforts were made by the Government of India, the Secretary of State and even the Provincial Governments to establish agricultural banks for redeeming the indebtedness of the cultivator. But every effort failed because on the one hand the Government was not willing to give up its claim, to enhance rents periodically and give a guarantee to the agricultural bank and on the other the Capitalists that came forward to establish a bank, did not approach the question with a view to serve public interests. In other words, they could not lower the margin of their profiteering in the banking business.

In or about 1882 the first proposal was made by the Government of India to the Secretary of State to start an Agricultural Bank in one of the districts of the Bombay Presidency, but it was rejected by the India Office. The next attempt was made by Sir Frederick Nicolson, K.C.I.E., who proposed a scheme for the formation of an Agricultural Bank on the lines of the Agricultural Bank of Egypt. This also failed because another scheme formulated by Sir E. Cable was considered more comprehensive. Even this shared the same fate at the last moment when the Government of India made all arrangements to introduce legislation. This was wrecked by a telegram sent by the Secretary of State on the ground that no such legislation was needed because the Government was not prepared to give the required guarantee.

Later Sir E. Cable proposed a second scheme in which the venue was changed from Madras to the Punjab and the scheme was based on the lines on which the Agricultural Bank of Egypt was established. But the Government of India declined to recommend the establishment of such bank.

Next there was another scheme formulated by G. P. Symes Scutt of the Bank of Bengal which differed in some matters from that of Sir E. Cable. But this also failed because the Co-operative movement itself was considered dangerous and the whole of it was rejected on economic grounds.

Lastly there came a scheme formulated by Sir Vithaldas Thackersey and Mr. Lalubhaia Samaldas, two well-known financiers of the Bombay Presidency. The striking features of their scheme were that the capital should be raised locally and the financing should be confined to Co-operative Credit Societies only. The Secretary of State gave his sanction for this and this was the only Agricultural Bank that could be established in the Western Presidency and worked out with success to a very great extent.

The proposal recently made in the Bulletins issued by the Reserve Bank of India and some of the publicists independently, for the establishment of multi-purpose societies in place of the existing co-operative societies, was looked upon with disfavour as unsound and unpracticable. Those who have been opposing the establishment of multi-purpose co-operative societies for giving relief to the agriculturists, have not realised that the existing co-operative movement has failed because the agriculturists could not get relief under the single-purpose societies established under the Co-operative Societies Act, for all their necessities; nor did the relief contemplated by the Co-operative Societies Act reach the agriculturist who has been in need of real relief. Although the societies were meant for the relief of the agriculturists it was non-agriculturists that became members of the societies largely and borrowed the moneys and failed to return the same in proper time until the whole of the co-operative credit has become frozen to-day. The idea of starting multi-purpose agricultural bank has not been started for the first time by the Reserve Bank. In the first scheme proposed by the Government of India in or about 1882, they proposed to establish multi-purpose agricultural banks.

The following extract is taken from 'the note on Agricultural Banks in India':—

"*Bank scheme.*—The suggestions of the Government of India in connexion with the Bank Scheme were as follows:—

- (a) *Organization of the bank.*—The bank was to be organised by some gentlemen in the Bombay Presidency who, it was understood, were prepared to provide the necessary capital. The bank would therefore be financed by Indian capital.
- (b) *Extent of operations.*—The operations of the bank were not to be limited to the grant of loans for any specified objects. The principle on which the bank would be regulated would be that of looking closely to the nature of the security offered rather than to the purpose for which the loan was granted."

It seems necessary to explain here what led the Government of India to make the above suggestions.

In the discussions on the subject of the operations of the bank one of the suggestions put forward was that the bank should make loans for certain specified objects, chiefly the improvement of the land. It was thought, however, that unless the agriculturist could look to the bank for assistance for his personal and domestic needs, as well as for his agricultural operations, he would still be dependent upon the SOWKAR for a large portion of his yearly expenditure, and, if left dependent on him for a portion, it would not be long before he became dependent on him for the whole. As the object of the Government was to keep the ryot solvent, and as this DESIDERATUM could only be achieved by keeping the ryot out of the clutches of usurious money-lenders, the Government of India thought it preferable not to limit the operations of the bank to loans for any specified

objects, but to allow advances to be made for whatever objects the ryot might require them, the bank limiting its scrutiny more to the nature of the security to be offered than to the purpose for which the loan was required."

"Certain stipulations were made (1) with regard to the nature of security to be given by the agriculturists, (2) condition that should be imposed upon the bank, (3) rate of interest and (4) concession to be given by the Government."

Such was the multi-purpose scheme formulated by the Government of India "for the primary liquidation of the ryots' debts and for the formation of the Agricultural Bank in the Deccan." Persons that were really responsible then for the schemes for the formation of Agricultural Banks were Sir William Betterburn in Bombay, Sir Frederick Nicolson in Madras and some others in Upper India. They were young civilians at the time and the 'Sir' title was conferred upon them only later. With the best of the intentions they wanted to tackle the problem of agricultural indebtedness. Fifty-six years ago they not only formulated the schemes but also carried on experiments in Bombay, Madras and Upper India and proved that by the establishment of the Agricultural Banks in the country with facilities to lend moneys to the cultivator at a rate of interest not exceeding 4 per cent, the small debt of 45 crores could be easily reduced to nothing, within a measurable time. But it was not to the interest of the British that such village banking system should be established in this country. The proposals and the schemes had been thrown out and in their place the Co-operative Societies Act was passed. The ostensible object of the Act was to give relief to the agriculturists, but it has failed to give relief to him. On the other hand it gave facilities for a handful of people who were at the head of the Co-operative movement to speculate and gain as much profit as possible at the cost of the agriculturists. If an investigation is made into the condition of the Co-operative Societies under the Act, one can easily see that the constituents of the societies are not all agriculturists but mostly non-agriculturists. Even though it has failed and it is acknowledged by the best of the gentlemen who have been working it, still there are people who are resisting the proposals to reform the system by introducing multi-purpose societies, which the Government of India itself proposed to do nearly 60 years back.

Such in brief is the history of the Agricultural Indebtedness of this Presidency. Ever since the new legislatures have been formed and the present Government have come into existence, efforts have been made to reorganize co-operative system. A committee is just being formed to inquire into the working of the co-operative societies exhaustively with a view to overhaul and to re-construct the same for the benefit of the agriculturists. The Agriculturist Relief Act that has been passed by the present Government has given relief only partially by way of scaling down debts of the agriculturists; but the Government has not been able to create money for complete discharge of the scaled down debts which may come up to not less than 100 crores. Naturally the Agriculturist finds himself in trouble with regard to credit. The old sowcars whose debts have been cut down under the Act would not be enthusiastic and ready to lend moneys to the agriculturist to the extent to which they were doing before the Act was passed. Numerous complaints have been made before our committee on this question. But it must be admitted that the Government could not undertake the task of discharging the whole of the reduced debt by borrowing over 100 crores. It must also be admitted that it was not wise also for the Government to borrow 100 crores of rupees. At the very outset the Government have been extending their support through Land Mortgage Banks to some extent and giving relief by distribution of 50 lakhs of rupees amongst the poorer classes of the debtors. Unless and until the present banking system is thoroughly overhauled and reconstructed so as to give relief to the agriculturists in their villages at a very moderate rate of interest there can be no economic freedom or even political freedom for the people of this Presidency. We realise the magnitude of the problem. But we would point out that if after proper investigation arrangements are made to establish agricultural banks the Government can easily redeem the agricultural indebtedness with the money which the public would readily invest in the banks established by the Government.

Conclusion,

By the establishment of Agricultural Banks that would lend moneys to the agriculturists for all purposes at a rate not exceeding 4 per cent interest and by declaring the land revenue assessment fixed at the time of the permanent settlement as unalterable and that there should be no enhancement whatsoever in future, the agriculturists can be made to stand on their own legs and enabled to produce enough from their lands for the demand of the fixed assessment, for maintenance of their own family and for the promotion of trade, commerce and industry and manufactory of the country as was intended by Sir John Shore, Lord Cornwallis and the Court of Directors of the East India Company of 1802.

IRRIGATION SOURCES AND THEIR MAINTENANCE.

After agricultural indebtedness it might be appropriate to deal with the irrigation facilities and improvements that are alleged to have been effected to enable the ryot to produce greater yield from the land and thus make himself liable to pay enhanced rate of rent. We may begin by saying that maintenance of existing irrigation sources or construction of new irrigation works formed part of the duty undertaken by the Government in return for the land revenue which the ryot agreed to pay to the ruling power. Therefore the ryot was not under any obligation to pay enhanced land revenue because of any new construction carried out by the landholder or by the Government or of the cost incurred in maintaining existing irrigation sources.

Next we shall examine to what extent the old pre-settlement irrigation sources had been maintained in good condition or any new works have been constructed by the landholders of the estates all over the Presidency, with an income of more than Rs. 10,000 a year, with a view to compare the cost incurred by each one of the estates during the last 138 years with the increase in the rentroll which has now become oppressive and unbearable to the cultivator.

The total number of estates in the Presidency is 1659. The number of estate-holders who appeared before the Committee is very limited. The number of people who replied to the questionnaire issued about the irrigation works is 63.

Out of this, eight estates have replied to the effect that there are no irrigation works at all in their respective estates and that they are either served by Government irrigation works or situated in the delta areas.

Four people requested further time to furnish the required information.

Eleven estates have sent rather incomplete information. In these eleven estates no new works were constructed nor were improvements effected to the old pre-settlement works.

Thirty estates claim new works and improvements and attempt to render some account of the new works constructed subsequent to the Permanent Settlement. In this number even doubtful cases are included.

We give below the name of each estate and the particulars supplied by each in reply to the questions put by us about the sources of irrigation old as well as new and the cost of maintenance of old works or new constructions.

For this purpose, the estates in the Presidency were called upon in a circular letter issued to all landholders with an income of more than Rs. 10,000 a year, addressed by the Secretary of the Committee on 25th April 1938, to furnish the following information at an early date :—

- (1) "The irrigation works at the time of the Permanent Settlement in regard to each village in your estate."
- (2) "New irrigation works, if any, constructed subsequent to the Permanent Settlement by you in your estate and at what cost and the account in support."
- (3) "Improvements effected by the estate to the old pre-settlement irrigation works by way of additional facilities, i.e., new sluices, new headworks or new channels, etc., the expenses incurred thereto and what accounts there are in support of it."
- (4) "Maintenance charges of each irrigation work per year with the revenue from the ayacut thereof."

We shall refer briefly to the replies of the landholders to the above questions which are printed as a separate volume called "The Irrigation Report."

Irrigation report.

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| 1. Uttukuli Zamin | ... | No irrigation works prior to Permanent Settlement. |
| 2. Kalahasti | ... | The main irrigation work is Swarnamukhi river channel with branches. Every year channel is repaired. |
| 3. Poravipalayam | ... | No registered irrigation works. There are no wet lands. |
| 4. Pandulugudi | ... | No irrigation works. |
| 5. Yarrampeta | ... | Seven villages have six irrigation tanks and one Kurividi of which Chopparamannaguden has three tanks. All existed before Permanent settlement. No irrigation work was constructed subsequently. Improvements have been made since Permanent settlement at a cost of Rs. 2,850. Annual maintenance charges of Rs. 275. The income from the Ayacut is Rs. 825. The annual surplus is 550. |

Irrigation report—cont.

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| 6. Vuyyur ... | ... | No reply. |
| 7. Kapileswarapuram and Kesanakurru. | | Irrigation is carried on through Government canals and the Estate does not derive any revenue from the Ayacut. |
| 8. Ayakudi | ... | <ol style="list-style-type: none"> 1. Repair to Chakkaliyan Anicut breach has not been done since 1933, being in the nature a "contributory work" between the Zamindar and the Government. 2. There are 12 water tanks and canals in the Ayakudi village and 3 tanks in Amarapoondi Village. Rs. 5,005-0-9 is spent for improvements subsequent to Permanent Settlement. 3. The assessment under the Ayacut is Rs. 9,987-11-1. The amount spent within the last 10 years is Rs. 5,577. |
| 9. Gandamanayakanur | ... | <ol style="list-style-type: none"> 1. Kovilankulam tank is fed by a channel with a sluice for supply of water. The source water to the above tank being Sircar river which runs in the forest area and was in existence at the time of Permanent Settlement. 2. No new irrigation works subsequent to Permanent Settlement. 3. No improvements. 4. The cost of repairs and maintenance for the sluice is Rs. 50 per year. 5. Revenue from Ayacut is Rs. 850-9-7. 6. There is ample scope for much improvement in the Zamin but owing to the highly malarial nature of the country many schemes of improvement have been abandoned. |
| 10. Kannivadi | ... | <ol style="list-style-type: none"> 1. In all there were 9 irrigation works in existence at the time Permanent Settlement. 2. No new works subsequent to Permanent settlement. 3. Rs. 17,000 spent for making improvements in Margarai tank and Anicut. Improvements have been effected to the other works also. 4. The Ayacut is only 110 acres yielding an annual revenue of Rs. 447. 5. There are 27 irrigation sources and tanks. The extent of land irrigated under these sources is 4,276 acres and 19 cents. 6. The total assessment is Rs. 20,265-8-9. 7. Expenses for irrigation works during the time of the Midnapore Zamindari Company were Rs. 17,558-13-4 from 1909 to 1921. The total amount spent under the present Zamindar who purchased from Zamindari Company is Rs. 1,27,158-7-9. The total amount spent is Rs. 1,44,717-5-1. |
| 11. Berigai .. | ... | <ol style="list-style-type: none"> 1. There are 57 irrigation works. 2. No improvement have been effected. 3. Usual repairs were executed either by the Court of Wards or by the Dasabandam Inamdars. But no accounts are available. 4. Remission granted to Ayacutdars for maintaining the work in good condition if the works fall into disrepair the Ayacutdars are responsible to the Zamindars for loss or damage. Eleven irrigation works are maintained on the above conditions. In four cases tank-beds were assigned and the Ayacut lands converted into dry ones. 5. No new works. |
| 12. Vegayammapeta | ... | 1. No irrigation works-Zemindari is in the Delta area |
| 13. Pamulapadu | ... | 1. Krishna Delta Area, no irrigation works. |

Irrigation report—cont.

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| 14. Kannankuruchi | ... | <ol style="list-style-type: none"> 1. Two tanks and other irrigation channels from dams across rivers from the Shevaroy Hills. Whether they existed prior to Permanent Settlement or were constructed subsequently is highly doubtful. 2. Yearly Rs. 500 is spent for repair and maintenance; no separate accounts are maintained for these items. 3. Assessments were fixed in 1918 on the basis of paimash rates. |
| 15. Seitur... | | <ol style="list-style-type: none"> 1. Nothing is known as regards the conditions at the time of Permanent Settlement but only from 1908. 2. There are thirty one tanks. 3. Improvements made subsequent to 1908 at a cost of Rs. 1,23,150. Measurement books and chittas are available to support the expenditures.
The total maintenance charges of each irrigation work per year and with the revenue of the ayacut at present is Rs. 55,260-9-1. 4. The total extent of the ayacut is 5,261-91 acres. |
| 16. Salem ... .. | ... .. | <ol style="list-style-type: none"> 1. Nine irrigation channels and twelve tanks. 2. No new irrigation works subsequent to Permanent Settlement. 3. No improvements. 4. Amount spent for maintenance from faslis 1341 to 1346 is Rs. 4,933-14-0. 5. The revenue per year is Rs. 13,076-7-4. |
| 17. Rettayanbadi ... .. | ... .. | <ol style="list-style-type: none"> 1. All the works have been long in existence so that they might have existed at the time of Permanent Settlement. 2. No records to show that any of them were constructed after Permanent Settlement. 3. In five villages there are nine tanks and three channels. Two of these tanks are considerably big ones, so much so parts of them are called by different names. Five out of the nine tanks are under the private repair of the owners of the ayacut lands. 4. The revenue from the ayacut in fasli 1347 was Rs. 11,428-3-1. 5. Maintenance charges for all the works in fasli 1347 were Rs. 3,932-11-0. |
| 18. Gampalagudem | | <ol style="list-style-type: none"> 1. For eight villages there are eleven tanks all of which were in existence at the time of Permanent Settlement. 2. In addition to these eleven new tanks were constructed after Permanent Settlement. 3. Maintenance charges on the eleven old tanks from the faslis of 1299 to 1346 amounts to Rs. 1,04,740-7-2. 4. Maintenance charges on the eleven new tanks from the faslis of 1303 to 1346 comes to Rs. 64,643-8-10. 5. Present ayacut under the eleven old tanks is 1,351-60 acres and the present shist from ten ayacuts under the old tanks is Rs. 13,156-5-8.
Great improvements effected. 6. The present ayacut under the eleven new tanks is 675-42 acres and the present income from this ayacut is Rs. 7,156-2-2. |
| 19. Pithapuram | | <ol style="list-style-type: none"> 1. In this estate there are 193 pre-settlement irrigation works consisting of rivers, channels, tanks, etc. 2. Improvements effected to the existing pre-settlement irrigation works to the tune of Rs. 4,17,583-1-2. 3. A large number of irrigation works have been constructed after the Permanent Settlement at a total cost of Rs. 3,61,850. 4. Amount spent towards the upkeep and maintenance of irrigation works for the last ten years works out to an average amount of Rs. 39,000 per year. 5. The total area irrigated by all these works is 41,181 acres. 6. Revenue realized by the estate from this area is Rs. 3,12,000. |

Irrigation report—cont.

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| 20. Kadambur | ... | ... | <ol style="list-style-type: none"> 1. There are altogether 11 pre-settlement irrigation works. 2. No new works were constructed subsequent to Permanent Settlement. 3. Out of the eleven pre-settlement works, the Zamindar maintains only two the rest being either under Kattukuthagen tenure or have been sold away to ryots by which it becomes their look out to maintain them. 4. The two tanks maintained by the Zamindar are both Pannai tanks. 5. Repairs of the two tanks from 1915 to 1935 amount to Rs. 3,276-13-8. 6. The average maintenance charges of the two Pannai tanks during the period of 1915 to 1937, Rs. 81 and Rs. 64, respectively. 7. The assessment on the ayacut and the lease amounts on the two tanks are Rs. 424-11-1 and Rs. 374 respectively. 8. No improvements. |
| 21. Kapileswarapuram | ... | ... | <ol style="list-style-type: none"> 1. Requests time for reply. |
| 22. Gollaprolu | ... | ... | <ol style="list-style-type: none"> 1. It seems to appear that there were no irrigation works at the time of Permanent Settlement. 2. Many works were constructed after Permanent Settlement. 3. Yearly repair and maintenance charges amount to Rs. 2,000. 4. Amount spent on repairs from fasli 1303 till now is Rs. 80,366-6-2. |
| 23. Kondur | ... | ... | <ol style="list-style-type: none"> 1. Unable to give information about the irrigation works that existed at the time of Permanent Settlement because the present estate—originally a part of the Zamindari of Kalahasti was bought by the present holder in Court auction in 1910. 2. Some new works constructed after the purchase, i.e., after 1910. 3. Total maintenance charges during the period of 1922 to 1938 are Rs. 17,736-12-6. 4. Gross revenue realizable from the ayacut is Rs. 3,138-3-6. |
| 24. Kurupam | ... | ... | <ol style="list-style-type: none"> 1. No records to show the number of irrigation works at the time of Permanent Settlement. 2. No new works were constructed subsequent to Permanent Settlement. 3. The estate attends to the annual repairs of all the works. 4. Rupees 7,857 were spent towards repairs in the fasli number 1346. 5. |
| 25. Bobbili | ... | ... | <ol style="list-style-type: none"> 1. No information is supplied about the nature and number of irrigation works in existence at the time of Permanent Settlement and also whether any new works have been constructed. 2. Expenditure incurred for the irrigation works in the fasli of 1346 is Rs. 37,830. |
| 26. Sivaganga | ... | ... | <ol style="list-style-type: none"> 1. Cannot exactly predicate the actual number of irrigation works at the time of Permanent Settlement.
But as irrigation in this Zamindari has always been mostly from tanks, it has to be presumed that the tanks have all been existing from time immemorial, even prior to Permanent Settlement though restored or renovated during long post settlement period. 2. Seven new works have been constructed at a total cost of Rs. 1,14,061. 3. Improvements by way of new sluices and weirs, to the old works Rs. 2,57,905. |

Irrigation report—cont.

26. Sivaganga—cont. ... 4. Total charges incurred on maintenance of irrigation of irrigation sources during a period of twenty years from fasli 1328 to 1347, work out to Rs. 86,89,907.
5. The total approximate income derived from the wet ayacut in the same period of twenty years works out to Rs. 232 lakhs.
27. Arni ... 1. The Arni Jagir was not permanently settled in 1802; but continues as such ever since the grant in the early part of the 17th century. Therefore it is not possible to classify irrigation works as pre-settlement and post-settlement.
2. There are 176 tanks, 27 river channels, 13 madugu channels and 2 kondams. All these are old works.
3. Eight new works consisting of six Kondams and two river channels have been constructed at a considerable cost—accounts or documents supporting are not available.
4. A steady programme of repairs to the existing works has been followed.
5. During a period of 21 years from fasli 1326 to 1347 a sum of Rs. 4,39,038 was spent in the works. (Maintenance charges.) The accounts of these years show an average allotment of Rs. 20,000 per annum on the irrigation works alone.
28. Kasimkota ... 1. There are altogether six dams.
2. Channels and a number of tanks.
The main irrigation source of the estate is the Sarada river. These six dams cross the river, the leading one being the Godari aniout. It is doubtful whether these dams were constructed subsequent to permanent settlement. All these works can be said to be in an improved state if this condition at the time of permanent settlement is taken into account.
3. Flood-banks to the river Sarada were formed about the year 1879 to prevent overflow and damage—this should have cost the estate several lakhs of rupees if we remember the length of the flood-banks—15 miles. Many improvements were done to these flood-banks in subsequent years and the maintenance of these banks during ten years from 1925 to 1935 costed the estate Rs. 53,409-12-6. These flood-banks benefit the wet lands yielding a gross revenue of Rs. 70,000.
- In addition to the Sarada river flood-banks, the estate formed and maintained some other flood-banks for some minor mill streams.
4. All the works have been improved at a very great cost.
29. Singampatti ... 1. The number of irrigation works at the time of permanent settlement is 14 comprising of channels and tanks.
2. No new works were constructed after permanent settlement.
3. No accounts are available for the reason that the estate, for the last three years is under the Court of Wards and before that was leased out for 15 years.
30. South Vallur ... 1. There are 43 irrigation works—channels and 30 tanks. Information as to whether these works existed at the time of permanent settlement or not is not available. But local enquiry shows that all these were in existence from a very long time.
2. No new irrigation works were constructed after the permanent settlement.
3. Maintenance charges were the fasli of 1347 were—Rs. 295-12-0.

Irrigation report—cont.

- | | |
|---|--|
| 30. South Vallur— <i>cont.</i> | <p>4. Total amount of money spent on the improvements of old work during period of Court of Wards' Management, i.e., from fasli 1318 to 1326 is Rs. 66,350-12-0.</p> <p>5. The total increase from all the works in the fasli of 1346 was Rs. 19,236-10-0.</p> |
| 31. Nagur | <p>1. Information is already furnished about the old works.</p> <p>2. Estate not permanently settled.</p> <p>3. No new works after permanent settlement by Central Province Authorities in 1905.</p> |
| 32. Kodandaramaswami Vari Temple, Chicacole. | <p>1. There were 28 tanks and 1 channel at the time of permanent settlement. One of the tanks has been reclaimed and the land covered by the tank is cultivated.</p> <p>2. No new irrigation works were constructed after permanent settlement.</p> <p>3. No improvements were effected to pre-settlement works.</p> <p>4. Repairs to tanks in fasli 1345 amounted to Rs. 754-8-0; in fasli 1346 to Rs. 1,157-0-6; the total for both the faslies is Rs. 1,911-8-6.</p> <p>5. The present income of the estate is Rs. 8,000.</p> |
| 33. Chemuddu, Humma, etc. | <p>1. The number of irrigation works existing at the time of the permanent settlement is 416—tanks and channels.</p> <p>2. Sixteen new works were constructed subsequent to the permanent settlement at a total cost of Rs. 15,426-4-2.</p> <p>3. The cost of improvements made to the pre-settlement works comes to Rs. 47,622-0-4.</p> <p>4. Annual maintenance charges amount to Rs. 27,170-8-9.</p> <p>5. The income from the Ayaout lands amounts to Rs. 2,74,824-14-10.</p> |
| 34. Punganur | <p>1. There are 120 Sirkar tanks in the Zamindari. In addition to these there are 1,148 Dasabandham tanks. These are the pre-settlement irrigation works.</p> <p>2. 47 new tanks were constructed subsequent to the permanent settlement. The cost of the new works is roughly estimated at 2 lakhs of rupees.</p> <p>3. Improvements have been effected between 1878 and 1931, omitting two brief periods a sum of Rs. 33,864-11-8 was spent on repairs and improvements.</p> <p>4. No information is furnished about the maintenance charges.</p> <p>5. The average yearly income of the estates on all heads is Rs. 1,35,439-10-10.</p> |
| 35. Bagalur | <p>1. There are 47 pre-settlement irrigation works including Dasabandham tanks.</p> <p>2. No new works were constructed subsequent to the permanent settlement.</p> <p>3. No improvements were made to the old pre-settlement works.</p> |
| 36. Devarakotta, Krishnapuram and Pedavegi Challapalli. | <p>1. There are no irrigation works in the Devarakotta Estate.</p> <p>2. About Pedavegi no information is available about irrigation works existing at the time of permanent settlement.</p> |
| 37. T. T. Devasthanams ... | <p>1. Information about the number of works at the time of permanent settlement not given.</p> <p>2. In 1930 a new work was constructed at Sivagiri at a cost of Rs. 10,650.</p> |
| 38. Juggampeta | <p>1. The number of pre-settlement irrigation works is 125.</p> <p>2. New works constructed after P. Settlement are 244 in number.</p> <p>3. Maintenance charges on all the works are on average Rs. 7,414-11-9 per year.</p> |

Irrigation report—cont.

38. Juggampeta—*cont.* 4. The yearly income to the estate from the lands served by the irrigation works is Rs. 84,573-12-2.
5. Improvements have been effected to old works at a total cost of Rs. 18,659-14-6.
39. Mannarkottai ... 1. There were 3 irrigation works at the time of Permanent Settlement—all tanks. One of the tanks was abandoned about 50 years back.
2. No new irrigation works constructed after Permanent Settlement.
3. During the period from fasli 1328 to 1346 improvements have been effected to old works at a total cost of Rs. 17,089.
4. Maintenance charges on two works are about Rs. 650 per year.
5. The average revenue from the wet Ayacut of the above two tanks is Rs. 1,526.
40. Parlakimedi ... 1. Information not supplied—requests time.
41. Fisher Estate ... 1. 17 irrigation works in existence at the time of Permanent Settlement.
2. No new works.
3. Improvements have been effected to old works at a cost of Rs. 2,434.
4. Maintenance charges per year for all the works are Rs. 1,906.
5. Average income from the Ayacut is Rs. 24,361 per year.
42. Gangole ... 1. 30 irrigation works were in existence at the time of Permanent Settlement.
2. No new works—being very insignificant ones were constructed.
3. Very extensive improvements have been effected at a very considerable cost.
4. Maintenance and repair charges are roughly about Rs. 2,000 per year.
5. The income varies every year as the system of payment followed is that of half and half sharing of the produce. Income varies with the yield and price of paddy.
43. Kirlampudi ... 1. The number of works (tanks) existing at the time of Permanent Settlement is 41.
2. The number of works existing at present is 42.
3. In addition to these there are 14 channels; whether they are pre or post-settlement ones is not known.
4. Improvements have been effected at a cost of Rs. 20,452-15-0.
5. From fasli 1336 to 1346 a sum of Rs. 96,170-9-0 was spent on the works on all heads.
6. Maintenance and repair charges of the channels per year is Rs. 2,299.
44. Kulasekaramangalam ...
45. Kalakottai ... Unable to furnish information.
46. Kottam ... 1. There are 147 pre-settlement irrigation works.
2. About 179 new works were constructed after the Permanent Settlement at a total cost of Rs. 1,09,769-10-7.
3. Improvements to the extent of Rs. 42,454-9-2 have been made to the old works.
4. The usual maintenance allotment is Rs. 10,000 per year.
5. The Estate is unsurveyed and therefore no information is given as to the extent of Ayacut and the revenue derived therefrom.

Irrigation report—cont.

47. Thuraiyur ... 1. Some works in existence at the time of the Permanent Settlement.
2. No new works.
3. Minor improvements made—Rs. 2,400.
48. Marungapuri ... 1. 708 pre-settlement tanks.
2. No new works.
3. No improvements were made.

Court of Wards.

49. South Vallur ... 1. No new tanks subsequent to permanent settlement.
2. Improvements by way of additional facilities from 1318 to 1326 fasli at a cost of Rs. 1,248. No accounts to support the expenditure.
3. There are 30 tanks, all are said to have . . . at the time of Permanent Settlement.
4. Rs. 27,427 was spent on irrigation works from 1318 to 1326 fasli. The total amounts received from 1311—1346 fasli are Rs. 35,056. The total amounts spent for maintaining the irrigation works are Rs. 31,615-7-1 for 1335-1347 fasli.
50. Ramnad ... 1. Total number of tanks at P.S. is 1,696.
2. No new work has been constructed subsequent to the Permanent Settlement.
3. Rs. 8,29,110-1-3 by the Court of Wards between 1283-1299 fasli for improvements. But no records to support the expenditure. No record to show any subsequent improvement till 1345 fasli. Subsequent to 1345 fasli Rs. 4,71,971 was spent. Registers of work are not available in support of the expenditure.
4. *Maintenance charges.* 1345 and 1346 fasli Rs. 33,378.
5. Total area under wet cultivation in 1346 fasli 50,042·41. Total revenue for 1343 and 1346 fasli Rs. 8,48,740-1-7.
6. 9 tanks are granted at Kattuguthagai tenure. It is Kattuguthagaidars but not the Zamindar that must maintain the irrigation works in good order.
7. There are two pannai tanks maintained by the Zamindari.
51. Singampatti ... 1. There is one channel and 13 irrigation tanks.
2. No irrigation works subsequent to P.S.
3. Ordinary repairs were attended to but no accounts to support the expenditure.
52. Mandasa ... 1. Number of irrigation sources at the time of the Permanent Settlement is one river and 19 irrigation tanks.
2. 164 irrigation sources.
3. The total average under wet cultivation is 6,593 acres 44 cents.
4. The annual assessment on the wet lands is Rs. 60,916-12-11.
53. Papappanad ... 1. 20 irrigation works in existence at the time of the Permanent Settlement.
2. No new works.
3. Some improvements were effected to the old works.
4. Average annual maintenance charges amount to Rs. 1,140-4-2.
5. Income from the Ayacut is Rs. 8,405-4-0.

Really some improvements worth mentioning are to the credit of only about 15 land-holders out of a total of nearly 60 who have come forward to furnish the required information.

Still fewer are those who have constructed new irrigation works in their estates. Indeed, most of the estates, according to the evidence we have recorded, have neglected the repairs and even abandoned them while they were particular about enhancing the rates of land revenue assessment.

Let us now examine a few cases in the light of accounts furnished by the zamindars themselves. Pithapuram, Ramnad and Sivaganga may be taken as typical cases.

According to the accounts submitted by the Pithapur estate, a sum of Rs. 3,61,850 was spent on construction of irrigation works since 1802; a sum of Rs. 4,17,582-1-2 was spent on improvements effected to the old pre-settlement irrigation works. On the whole a sum of Rs. 7,79,433-1-2 has been spent on new works and improvements during a long period of 136 years, i.e., from 1803 to 1938. The rent roll of the Pithapur estate which was Rs. 3,92,182 in 1802 has risen to the figure of Rs. 8,02,721-11-6.

In the estate of Sivaganga Rs. 1,14,061 has been spent on new works since 1802; Rs. 2,57,905 on improvements to old pre-settlement works. So during the period of 136 years from 1802 to 1938 an aggregate sum of Rs. 3,71,966 has been spent on irrigation works. The rent roll of the estate in 1802 was Rs. 4,39,691 and the present rent roll is Rs. 11,37,146-13-8.

In Ramnad Rs. 13,01,081-1-3 were spent on improvements from fasli 1283 to the present day. The rent roll of the estate at the time of Permanent Settlement was Rs. 4,97,350 and the present rent roll is Rs. 13,10,175-1-7.

Thus taking the estates of Pithapur, Sivaganga and Ramnad as typical cases we see that the cost incurred by the landholder on maintenance of irrigation sources of construction of new irrigation works, is so insignificant that is not worth mentioning when compared to the increase in the rent-roll of each one of the estate. On their own showing there is no justification for enhancement of the land revenue (rent) on the ground of improvements effected by them to irrigation sources. The amounts spent by them since 1802 were the amounts which the landholders were bound to do in consideration of the land revenue which the ryots agreed to pay. Therefore either on fact or law they are not entitled to claim enhancements on the ground that they had made any improvements at their own cost to the irrigation sources. Most of the estates that have chosen not to appear before our Committee to tender evidence may be taken as not having spent any substantial sum on the maintenance of the irrigation sources. For fuller particulars of the information given by the landholders themselves with regard to maintenance of irrigation sources the irrigation report which is printed separately may be looked into. Having obtained their sunnuds from the Government for an unalterable peishkush and enjoyed the benefit of the same for 138 years the landholders have failed to discharge their duty in regard to the maintenance of the existing irrigation sources and the construction of the new irrigation works. They have not only failed to discharge their duty in this direction but they engaged themselves actively on one side in repudiating the right and the title of the cultivator and on the other enhancing the rates of assessment (rent) on various grounds contrary to the agreement entered into the sunnuds and various other documents exhaustively dealt with elsewhere. It is no wonder then that the indebtedness of the agriculturists has increased year after year because he was compelled to borrow monies to meet the increasing demands and they have been reduced to the present condition.

List of States which have supplied the information called for.

Name.	PAGE.
1. Yerrampeta	2
2. Kapileswarapuram (East Godavari) in reply to a question of the Confidential No. 74-37 and the written evidence of—	3
Chaganti Seshayya.	
3. Ayakudi	3
4. Gandamanayaknur	4
5. Kannivadi	5
6. Berigai	8
7. Seitur	11
8. Salem	15
9. Rettayambadi	15
10. Gampalagudem	16
11. Pithapuram	36
12. Kadambur	148 to 251
13. Gollaprolu	142
14. Kondur	145
15. Juggampeta	146
16. Mannarkottai	150
17. Fisher Estate	150

List of States which have supplies the information called for—cont.

	Name.	PAGE
18.	Gangole	151
19.	Kirlampudi	154
20.	Kulasekharamangalam	161
21.	Kottam	165
22.	Thuraiyur	184
23.	Marangapuri	184
24.	Kurupam	185
25.	Bobbili (partial information)	194
26.	Sivaganga... ..	195
27.	Arni	197
28.	Kasimkota	206
29.	Singampatti (partial information)	207
30.	South Vallur	238 & 253
40.	Gopalpur (Kodanthramaswami varu estate)	211
41.	Chemudu	215
42.	Punganur	237
43.	Baglur	244
44.	Tirupathi Devasthanam	247
45.	Ramnad	257
46.	Singampatti	259
47.	Mandasa	260
48.	Pappanad	268

List of estates which have either constructed new works or made improvements to the old ones.

1.	Kalahasthi... ..	1
2.	Yerrampeta	2
3.	Kapileswarapuram (East Godavari)	3
4.	Ayakudi	3
5.	Kannivadi	5
6.	Seitur	11
7.	Gampalagudem	17
8.	Pithapuram	36
9.	Kadambur... ..	141 & 253
10.	Gollaprolu	142
11.	Juggampeta	146
12.	Mannarkottai	150
13.	Fischer Estate	150
14.	Gangole	151
15.	Kirlampudi	154
16.	Kulasekharamangalam	161
17.	T. T. Devasthanam	163 & 247
18.	Kottam	166
19.	Bobbili (Doubtful)	194
20.	Sivaganga	195
21.	Arni	197
22.	Kasimkota	206
23.	South Vallur	209, 252 & 253
24.	Chemudu	215
25.	Punganur	238
26.	Ramnad	257
27.	Mandasa	260
28.	Pappanad	268 & 269

Having shown that—

- (1) the rates of assessment (rent) had been fixed permanently and unalterably in the year preceding the Permanent Settlement;
- (2) enhancements of rent had been made from 1802 until now on various grounds unlawfully; and
- (3) the alleged enhancements on the ground that improvements had been effected by maintaining ancient irrigation sources, or constructing new ones had not been substantiated, even as a fact, on the figures placed by the landholders before the Committee; there remains the subject of conversion rates and average rents

and the old paimash and present professional triangular survey, to enable the legislatures and the public to understand how the rates that were permanently fixed in the year preceding the Permanent Settlement could be ascertained when actual rates are not available. We shall deal with that now.

CONVERSION RATE—RENT—AVERAGE RENT—SIGNIFICANCE—EXPLAINED.

I. The conversion rate is the area in acres by survey of the extent of land expressed in old land measures at or before the Permanent Settlement.

The old land measures were in some cases arrived at by measuring land with a rope or a rod of certain feet of man or certain god as in the case of Bommarajupalem. In other cases as in Bobbili, Vizianagram, Ramnad, etc., the land measures were given in terms of produce of the land. For instance a garce of land is a plot of ground which produced a garce of grain obviously ascertained at harvest.

In the south, the land measures were given in terms of the quantity of the seed required or used for sowing a certain plot of ground.

These are indefinite and have to be converted into acres by triangular survey adopted by Government Department. Early in the first decades of the 19th century, a sort of paimash survey was made by karnams by dividing every field into a number of quadrilaterals and calculating the area by the mean of the opposite sides. One who knows mathematics will see at once that this method is most inaccurate.

The Survey and Boundaries Act was passed in the fifties of the last century and the Guntur and South Arcot districts were first surveyed upon the correct triangulation method. The Government survey was and is conducted on the principle of dividing a field into triangles and calculating the area with reference to the sides of the triangle or taking the area of a field by the super-imposition of an area square paper upon a field sketch of the required scale.

The results of the survey by the triangulation method in every district where the paimash had preceded, produced large differences between the two, so much so that an acre of land by paimash had to be converted into acres by survey by the general ratio between the two.

II. The object of converting the extent on old measures is to arrive at the land-tax levied by Government upon an acre of land by the survey method at or before the Permanent Settlement for comparison with the rates of rent now prevailing in each estate. In the case of Bobbili and Vizianagram, there was only one rate of land-tax, namely, Rs. 10 for every garce of land dry or wet. From the figures given in the reports on Permanent Settlement, the conversion rates of land dry and wet were calculated and given in the memoranda relating to those estates. In the case of estates lying in the Godavaries and the Kistna there are what are known as Bhubhands for each village showing not only the total Gudikattu of the village but also the extents and assessment of each individual field by names given before Permanent Settlement. These records were relied upon and used largely to calculate the conversion rates for determining what extent was to be recognized as inam for enfranchisement. In the chapter on inams in the Board's Standing Orders will be found a table showing how the inam proper and the excess by encroachment were calculated with reference to the conversion rates.

In the instructions to the Collectors issued by Government in September and October 1799, the rent had to be determined and specified in the patta by the proprietor or Government before Permanent Settlement *without reference to the nature of the crop raised on it.*

Most of the estates settled on the assets-basis had been under the management of Government through the proprietors who were only farmers and the presumption is that Government during three or more years in which they managed the estates before Permanent Settlement the Government Officers carried out the aforesaid direction of Government and simplified and fixed the rents once for all upon dry lands or wet land without reference to crops. Lord Cornwallis reported to the Court of Directors in reply to its enquiry as to fixed rates for ryots that pattas had been issued already accordingly and that he would see that pattas are issued accordingly in the few cases that might remain. In the light of this, the above presumption of Government Officers having carried out instructions before Permanent Settlement is strong and valid. That is why the rents upon which the peshkash were fixed were considerably lower than those that prevailed about the period of the Circuit Committee. It is also because of this that section 9 of

the Regulation XXX of 1802 laid down that in cases of dispute about rent, the rate or share prevailing in the village in the year prior to the Permanent Settlement should be the guiding or the determining factor.

III. The average rent has a great deal of significance in the absence of information as to the rate or rates of rent obtaining in any estate or estates because, its level or height is the index of the basic rents, which are bound to be lower than the average rent over a larger area. For instance, if the average rate is about Rs. 2 the basic rates must be lower than Rs. 2 over a larger area and there may be some extents bearing higher rents to make up the average.

If the average rent is Rs. 8 then the basic rents are bound to be nearer to but lower than Rs. 8.

The above illustrations show that the levels of the average rent are clear indices of the still lower rates of rent prevailing in the estate and forming the basis or the wide foundation of the average rent.

The rates of rent of the Government lands in each district and the rates of rent now prevailing in the estates are given by the Collectors in their reports submitted to our Committee. They are printed in a separate volume and titled "Reports from the Collectors" and included as one of the appendices to the report. If there are any omissions they may be obtained from the Government records.

PAIMASH SURVEY AND PROFESSIONAL TRIANGULAR SURVEY.

Survey was not introduced until 1859. From the time of the Permanent Settlement until 1859 there could be only paimash survey, i.e., measurement was made by adopting rod measurement or rope measurement or chain measurement or measurement by foot of man or deity. Since 1859, professional or scientific survey has been established. At the time of the Inam Commission the basis adopted was paimash survey. What is noted in McLean's Manual was the conversion rate ascertained through paimash survey. There will therefore be, necessarily, some little difference between the conversion rates ascertained by adopting paimash survey as the basis and those ascertained by adopting professional or scientific survey as the basis. The conversion rates that we have worked out with regard to Vizianagaram, Bobbili, Pithapuram, and Karvetinagaram were all the rates ascertained on the basis of professional or triangular survey measurements. To know what the difference would be like, we have got the conversion rates ascertained by adopting paimash survey figures as the basis of two villages in the Vizianagaram estate and two in the Bobbili estates from the Collector's office at Vizagapatam. Mr. Ratho, Personal Assistant to the Collector, prepared a memo. and also a statement of account showing the conversion rates adopting the paimash survey rates collected from McLean's Manual as the basis. The original village accounts that are in Telugu in the Collector's office of Vizagapatam were taken up at our instance and the memo. and the statements were prepared by the Personal Assistant to the Collector of Vizagapatam. The note prepared by Mr. Ratho and the memo. of accounts showing the conversion rates and also detailed memos. of account showing the method of working are given below. As we believe that some mistake might be made by those who look into only the figures given in McLean's Manual on the basis of the paimash survey and compare the results arrived at on that basis with the results that we have shown on applying the professional or scientific triangular basis in regard to the estates of Vizianagaram, Bobbili, Karvetinagar and Ramnad, we have given this result here based on paimash survey whereas the results arrived at on the basis of professional survey are given under the heads of the different estates mentioned above in the earlier pages.

The paragraph on land measures on page 505 and the notes under Vizagapatam on pages 519 and 520 and B.S.O. No. 61 especially the illustration under clause 3 thereof will enable the most ignorant student to understand that the rates of conversion of the local measure into acres at inam settlement, i.e., *before survey* were by estimation or the extent calculated by the most inaccurate paimash survey and that the rates of conversion of the land measures used at the Permanent Settlement are now worked out for Bobbili and the Vizianagaram and Karvetinagaram estates *on the basis of the professional survey area* surely not on the rates of conversion of the land measures according to local usage which are noted as having been taken into consideration, by the Inam Settlement, for giving in the title-deed, the extent in acres recognized as Inam before actual survey. The conversion rates of the land measures according to local usage given in Maclean's Manual must and do fundamentally differ from the conversion rates now calculated by survey to arrive at the incidence of rent upon an acre of land

in the estates both for comparison with that upon the identical extent of 1 acre of land in the Government villages and to show that the present rates of rent are incomparably heavier than those obtaining in the year prior to Permanent Settlement. (Authorities are quoted under B.S.O. No. 61. B.P. No. 65.)

On page 520 under Vizagapatam (MacLean's Manual of Administration, Volume II), the following occurs:—

“In the purpose of converting the local measure into the English measure the Inam Department adopted 4 acres to 1 garce dry and 2 acres as 1 garce of wet land.”

Page 519.—The garce of land is supposed to be the extent that will yield a garce of grain. Therefore the land measuring are bound to vary according to the soil fertility of land which differs considerably, e.g., 2 acres of alluvial land, class I (i)-A in the deltas surely yields a garce of grain either dry or wet, i.e. (lanka dry or wet) whereas the poorer soils of the Red Series, namely, class 8, by settlement which abounds largely in Vizianagram are fit only for catch-crop cultivation of horsegram and the like and even 20 acres will not produce a Madras garce, i.e., of 3,600 measures. It may be interesting to note the difference in the values of a putti between Godavari delta, Godavari upland and Vizagapatam district. A putti of grain measures 200 kunchams of 4 seers each, each seer weighing 82 tolas, in the Godavari Delta taluks. In the Godavari Upland taluks a putti of grain is equal to 80 *kunchams* of 4 seers each, each seer weighing 82 tolas.

In the Vizagapatam district a putti of grain is only 20 kunchams of 4 seers each, each seer of 60 tolas weight, thereby showing that this putti is only 15 kunchams of the Godavari variety. These low measures of grain were adopted variously with reference to the various grades of soil fertility prevailing in different localities.

Note.

The Permanent Settlement accounts of two villages—Pollanki in the Vizianagram estate and Mallampeta in the Bobbili estate—have been translated into English. The extents are given in terms of ‘garces.’ The total amount of assessment derived from the village on jirayiti lands, wet and dry, was also given for the three faslis 1206 to 1208. The rate of conversion is noted in the Inam Fair Register as follows:—

4 acres dry=1 garce.

2 acres wet=1 garce.

Taking the extent of jirayati lands under cultivation, in terms of acres and the average income of the three faslis derived from jirayiti lands, the rate of assessment on a garce of land, has been worked out for wet and dry separately. The working sheets prepared on these lines are herewith submitted. For comparison, the total wet and dry jirayiti land under cultivation, the total income now derived by the proprietor and the average rate of assessment now obtaining are also given.

There are P.S. abstract registers in bound volumes. They contain figures taken from the P.S. accounts prepared by the karnam but do not give the assessment on jirayiti lands separately.

R. C. RATHO,
Personal Assistant to the Collector

8th September 1938.

Pollanki village—Vizianagaram Estate—Vizianagaram taluk.

										Including enroachments.		Total income from all sources.		
Holdings.										G.	P.	RS.	A.	P.
<i>I According to Pasting Register—</i>														
Dry	..	..	..	..	10 garoes	..	..	..	..	10	15	2,050	15	0
Wet	..	..	..	..	120 garoes	..	..	..	..	125	15	1,755	12	3
Uncultivated dry	..	..	..	..	....	..	..	..	..	27	5	1,917	9	3
										163	5	1,908	1	6 Average.

II According to P. S. Account—

										Converted.							
										G.	P.	ACS.					
Jeroyeti cultivated	..	..	Dry	..	..	..	..	..	..	10	0	40.0				
			Wet	..	..	..	..	..	..	120	0	240.0				
Faski 1206	Jeroyeti assessment						..	..	..	RS.	A.	P.	Miscellaneous Revenue—		
										498	9	0				1,557 15 3	
Do. 1207	Do.						..	..	..	498	9	0	Miscellaneous Revenue—		
																1,292 15 0	
Do. 1208	Do.						..	..	..	497	10	0		1,492 14 0	
										<hr/>			1,494 12 0			<hr/>	
										<hr/>							
Jeroyeti assessment on 130 G.	RS.	A.	P.					
Do. on 1 G.	= 498	4	0					
Conversion 1 G. = 2 acres wet.										= 3	13	3					
Do. = 4 acres dry																	
So rent on 1 acre wet at the time of P. S.										= 1	14	8					
Do. on 1 acre dry										= 0	15	4					

III According to the income accounts of Fasli 1345—

	ACS.	Total rent.	Rate of rent on the whole village.
		RS. A. P.	RS. A. P.
Dry	48-95	106 9 10	2 2 10
Topo	1-30	2 15 3	2 4 4
Wet	253-55	2,453 11 0	9 11 0
	<u>303-80</u>		

Mallampeta—Bobbili Estate—Bobbili taluk.

Holdings.					Holdings including Inam.	Total income from all sources for three years.		
<i>I According to Posting Register—</i>								
Garces.					Garces.	Rs.	A. P.	
Dry	..	..	..	20	21 23	629	6 0	Fasli 1207
Wet	..	..	..	40	49 0	568	10 0	„ 1208
				..	..	565	0 0	„ 1209
				60	70 28	Total	1,763 0 0	
						Average	587 10 0	

11 According to P.S. Account—

	G.	ACS.		
Jeroyeti cultivated, dry ..	..	20 =	80-0	
Do. wet ..	..	40 =	80-0	
Total ..	60		160-0	
		Assessment.	Malavati or Miscellaneous Revenue.	Matta.
Fasli 1207 .. Jeroyeti ..	RS. A. P.	RS. A. P.	RS. A. P.	
Do. 1208 .. Do. ..	300 0 0	159 6 0	160 0 0	
Do. 1209 .. Do. ..	302 0 0	55 10 0	191 0 0	
	300 0 0	75 0 0	170 0 0	
	3) 902 0 0			
Jeroyeti assessment on ^b 80 garces ..	..	300 10 8 (average).		
Do. on 1 garce ..	..	5 0 2		
Conversion 1 G.	= 2 acres, wet. = 4 acres, dry.			
	RS. A. P.			
So rent on 1 acre wet at the time of P.S ..	= 2 8 1			
Do. on 1 acre dry ..	= 1 4 0			

238 REPORT OF THE ESTATES LAND ACT COMMITTEE—PART II

III According to the income accounts of Fasli 1345—

	ACS.	RS. A. P.	Rate of rent per whole village.
Dry	147-25	559 15 6	3 12 10 per acre.
Topes	16-50	5 8 0	0 5 4 "
Wet	128-32	1,294 4 7	10 1 5 "
	<u>289-57</u>	<u>1,859 12 1</u>	

(Stamped) A. FREEZE,
Collector.

Yadast Goshapara Kambhogotta village Polanki—Paragane Gopalapilli taluk—
Vizianagaram from Fasli 1206 Nalanama year to Fasli 1208 Kalayukti year Varanasi Jogi
Mirasidar—Durmatinama year month Sravanam 15—Sunday

Mokarra Jamabandi—

RS. A. P.	
2,056 8 3	Fasli 1206 Nalanama year Jeroyati—
498 9 0	Sist.
1,557 15 3	Malavati.
<u>2,056 8 3</u>	

1,791 8 0	Fasli 1207 Pingalanama year Jeroyati—
498 9 0	Sist.
1,292 15 0	Malavati.
<u>1,791 8 0</u>	

1,990 8 0	Fasli 1208 Kalayuktinama year Jeroyati—
497 10 0	Sist.
1,492 14 0	Malavati.
<u>1,990 8 0</u>	

5,838 8 3	
Jhada—	
1,494 12 0	Sist.
4,343 12 3	Malavati.
<u>5,838 8 3</u>	

Collection—Jeroyati—

5,724 4 6	
Irsaludhakalu—	
1,852 0 0	Fasli 1206.
1,717 8 0	Fasli 1207.
1,854 9 0	Fasli 1208.
<u>5,424 1 0</u>	

Due—

RS. A. P.
114 3 9

Fasli 1206 Nalanama year—

5 9 3

Fasli 1207 Kalayuktinama year—

72 14 9

Kullu (Collection) Credit—

5,838 8 3

Collection—

5,724 4 6

Balance—

114 3 9

Sadaruvuru—

RS. A. P.	
198 15 0	Fasli 1206.
38 4 3	Fasli 1207.
63 0 3	Fasli 1208.
<u>300 3 6</u>	

Fasli 1207 Pingalanama year—

35 11 9

From time to time—

....

Average—

1,946 2 9

Collection—

1,908 1 6

Balance—

38 1 3

(Sd.) VARANASI JOGI.

(Sd.) KOPPOJU CHITTAYA.

(Stamped) A. FREEZE,

Collector.

Yadast Kambhogotte village Polanki—Paragano—Gopalapilli Taluk Vizianagram—
Fasli 1206—Nalanama year—Varanasi Jogi Mirasidar Durmatinama year—month Sra-
vanam 15—Sunday.

Moballaku—jamabandi.

RS. A. P.

2,056 8 3

Jeroyati.

2,056 8 3

Sist—

RS. A. P.

498 9 0

Korupolu Chittinaidu—

32 12 6 Sist.

102 13 9 Malavati at the rate of 3 per
rupoo.

138 13 9

(Sd.) A.F.

Korupolu Akkayya—

40 9 0 Sist.

126 12 0 Malavati.

167 5 0

Karri Joginaidu—

46 3 6 Sist.

144 6 9 Malavati.

190 10 3

Kari Krishtam—

16 14 0 Sist.

52 11 9 Malavati.

69 9 9

Karredla Jogi—

32 4 0 Sist.

100 12 6 Malavati.

133 0 6

Koyya Lakshmudu—

26 3 0 Sist.

81 13 3 Malavati.

108 0 3

Koncha Lakshmudu—

15 2 0 Sist.

47 4 3 Malavati.

62 6 3

Bodabhadla Sanyasi—

9 3 0 Sist.

28 11 3 Malavati.

37 14 3

Reddi Daleedu—

15 8 9 Sist.

48 8 6 Malavati.

64 1 3

Reddi Appayya—

37 4 6

117 0 0

154 4 6

Malavati—

RS. A. P.

1,557 15 3

Korupolu Chinayerrayya—

34 6 0 Sist.

106 10 3 Malavati—

141 0 3

Korupolu Thammanna—

16 4 0 Sist.

50 12 6 Malavati.

67 0 6

Karri Pydivadu—

17 8 0 Sist.

54 8 6 Malavati.

72 0 6

Karri Sanyasi—

26 1 0 Sist.

81 7 0 Malavati.

107 8 0

Kayya Yerakanna—

30 2 9 Sist.

94 4 6 Malavati.

124 7 3

Koyya Pydivadu—

7 13 6 Sist.

24 8 0 Malavati.

32 5 6

Gadi Appayya—

58 12 6 Sist.

181 6 3 Malavati.

239 7 0

Roddi Kristam—

28 15 3 Sist.

90 8 0 Malavati.

119 7 3

Roddi Somayya—

7 3 9 Sist.

22 9 9 Malavati.

29 13 6

Mirasi Manyalu

Motharapa, etc.

Collection—

2,050 15 0

Trrsalu—

Nadimpelli Latchiraju—

440 Bhadrupada bhahula 4 Saturday.

256 Bhadrupada bhahula 12 Wednesday.

160 Asvayuja Sudha 6 Saturday.

(Sundry expenses)—

Sadaruvaru—

9 13 6 Kami.

3 9 6 Persons who came for valuation.

11 1 6 Divanam fowls.

12 4 9 Charity.

68	Asvayuja Sudha 30, Wednesday.
251	Kartika bhahula 4, Saturday.
243	Margasira Sudha 1, Wednesday.
400	Magna bhahula 1, Saturday.
34	Palguna Bhahula 9, Wednesday.
<hr/>	
1,852	

Due 5 9 3

10	9	9	Peons for collection.
6	8	0	Mahasudars.
0	14	6	
26	12	0	Batta for peons and cost of fowls.
3	7	6	Expenses for village goddess.
25	5	3	Free gifts.
1	0	0	Rusum for dewanam peons.
7	0	0	Remission for Karri Joginaidu.
0	1	3	Expenses for Nayulu.
6	0	0	Repairs for Gedda and tank kalams.
73	0	0	For new tank.
<hr/>			
197	7	6	
1	7	6	Expenses for shroff.
<hr/>			
198	15	0	

(Stamped) A. FREEZE,
Collector.

Yadast Kanbhogotta—Polanki—Paragana Gopalapalli Taluk—Vizianagaram F. 1207
Pingalanama year Varanasi Jogi Mirasidar Durmatinama year—Sravana Sudha 15,
Sunday Muballagu Jamabandi.

1,791 8 0
Jeroyati.
1,791 8 0

RS. A. P.		
Sist.		
498	8	0
Reddi Appayya—		
52	15	6 Sist.
137	6	3 Malavati.
<hr/>		
190	5	9

Korupolu Chittinaidu—		
35	7	3 Sist.
99	10	0 Malavati.
<hr/>		
138	1	3

Korupolu Krishnama—		
34	3	0 Sist.
18	10	1 Malavati.
<hr/>		
122	13	9

Karri Joginaidu—		
46	3	6 Sist.
119	14	3 Malavati.
<hr/>		
166	1	9

Karri Kristnam—		
16	14	0
46	12	6 Malavati.
<hr/>		
60	10	6

Karri Somayya—		
8	11	0 Sist.
22	8	6 Malavati.
<hr/>		
31	3	6

Koncha Yerakanna—		
30	2	9 Sist.
78	2	0 Malavati.
<hr/>		
108	4	9

Koncha Paidivadu—		
7	13	6 Sist.
20	5	6 Malavati.
<hr/>		
28	3	0

Gady Appayya—		
58	0	9 Sist.
150	8	9 Malavati.
<hr/>		
208	9	6

RS. A. P.		
1,292	15	0 Malavati.
Reddi Kristayya—		
36	3	0 Sist.
93	13	9 Malavati.
<hr/>		
130	0	9

Korupolu Akkayya—		
40	9	0 Sist.
105	3	3 Malavati.
<hr/>		
145	12	3

Korupolu Thammanna—		
16	4	0 Sist.
42	2	6 Malavati.
<hr/>		
58	6	6

Karri Paidivadu—		
17	8	0 Sist.
45	6	3 Malavati.
<hr/>		
62	14	3

Karri Sanyasi—		
17	6	0 Sist.
45	1	3 Malavati.
<hr/>		
62	7	3

Karedla Jogi—		
26	11	9 Sist.
69	5	9 Malavati.
<hr/>		
96	1	6

Koncha Lakshmudu—		
26	3	0 Sist.
67	14	9 Malavati.
<hr/>		
94	1	9

Gady Ayyanna—		
15	2	0 Sist.
39	3	9 Malavati.
<hr/>		
54	5	9

Bodebadla Sanyasi—		
9	3	0 Sist.
23	13	3 Malavati.
<hr/>		
33	0	3

Collection		Mirasi, etc.	
		1,755 12 3	
Irasi—		Sunday expenses—	
474	0 0	Bhadrapada Sudha 13, Wed- nesday.	7 11 3 Peons.
30	0 0	Bhadrapada Bhahula 4, Satur- day.	7 3 3 Peons who came for collection.
194	0 0	Kartika bhahula 12, Wednes- day.	
86	0 0	Margasira bhahula 3, Wednes- day.	
155	0 0	Marasira Sudha, 11 do.	2 9 0 Do. valuation.
25	0 0	Pushya Sudha 10 Wednesday.	2 4 9 Davulu.
240	0 0	Palguna Sudha 7 do.	6 9 6 Expenses for.
12	0 0	do. do.	5 3 3 Charity.
131	0 0	Palguna Bhahula 14, Friday.	1 2 3 Peons.
122	8 0	Kalayukti year Chaitra Sudha 12, Thursday.	5 10 0 Expenses for village Goddess.
89	8 0	Vaisakha Sudha 4 Thursday.	
110	8 0	do. 10 do.	
27	0 0	do. 12 do.	
1,696	8 0		
21	0 0	Remission for ryots.	
1,717	8 0		38 4 3

Due

Jeroyati
RS. A. P.
35 11 9

Yadast Khambhogatta, Polanki village, Gopalapalli paragona, Vizianagaram taluk, 1208 fasli, Kalayukti year Varanasi Busi Kulakarini, Majukuru Durmati year, Sravana 15.

Total Zambandi.

RS. A. P.
Jeroyati 1,990 8 0
Rent 497 10 0
Malavathi 1,492 14 0
Retta Atchodu—
RS. A. P.
24 10 0 Rent.
73 14 0 Malapathi.
98 8 0

Retta Krishtam.
9 8 6 Rent.
23 9 6 Malapathi.
33 12 0

Retta China Yerayya.
25 10 3 Rent.
76 14 0 Malapathi.
102 9 0

Kadpati Butchi.
17 4 0 Rent.
51 12 0 Malapathi.
69 0 0

52 Ka7r Paidinaidu.
rli 8 0 Rents.
8 0 Malapathi.
70 0 0
do. Sanyasi.
18 1 0 Rent.
54 3 0 Malapathi.
72 4 0

Retta Daludu.
RS. A. P.
28 6 6 Rent.
85 5 6 Malapathi.
113 11 0

Retta Simhadri.
24 0 0 Rent.
32 0 0 Malapathi.
56 0 0

Retta Krishtam.
8 8 9 Rent.
25 10 3 Malapathi.
34 3 0

Varri Bu-inayudu.
38 12 3 Rent.
116 4 0 Malapathi.
155 1 0

Karri Krishtudu.
81 4 9 Rent.
54 14 3 Malapathi.
73 3 0
do. Somayya.
8 0 0 Rent.
24 0 0 Malapathi.
2 0 0

Karedla Busi—		
27	4	0 Rent.
81	12	0 Malapathi.
<hr/>		
109	0	0

Koncha Latsumudu—		
RS.	A.	P.
26	3	0 Rent.
78	9	0 Malapathi.
<hr/>		
104	12	0

Gadi Appayya—		
57	13	0 Rent.
173	7	0 Malapathi.
<hr/>		
231	4	0

Collections.

1,917	9	3
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Remittances.

Through Jampina Jagannadharaju.

RS.	A.	P.	
95	0	0	Sravana 13.
127	0	0	Bhadrapada Bahula 1.
243	0	0	do. 9.
146	0	0	do. 15.
135	0	0	do. 7.
110	8	0	do. 14.
78	0	0	Aswayuja Sudha 8.
189	0	0	Kartika Sudha 3.
93	0	0	do. 6.
66	0	0	do. 13.
80	12	0	Margas r Sudha 5.
22	0	0	do. 12.
195	0	0	Magha Sudha 2.
72	0	0	do. 4.
81	0	0	Paiguna Sudha 6.
90	0	0	do. 9.
31	5	0	Sidhardhi year Chaitra Sudha 12.
<hr/>			
1,854	9	0	

Sadarvari.

RS.	A.	P.	
3	10	0	to Dalayats, etc., attending collection.
2	5	6	Parmashis.
0	9	9	Davulus.
9	6	0	Free gifts.
4	8	0	Charity.
4	10	3	For Kavidees to Dewanam.
3	15	9	For Village Goddess festival.
1	9	6	For Battas to Naidus.
2	2	0	For people who estimated.
6	8	0	For travelling expenses towards Company Paramashes.
3	0	0	(Illegible).
0	2	0	For tins for carrying money.
5	0	0	Remuneration.
3	11	0	For Kesivaswamy.
7	6	6	Chatti Veeranna.
4	8	0	Repairs.
<hr/>			
63	0	3	

Balance Zeroiti .. 72 14 9

Yadast—Bhuband—Village Pollanki, Gopalapalli Paragana, Vizianagaram taluk
Dhurmathi year, Sravana Sudha 15. Written by Varanasi Jogi Kulakarini.—

G.

130. Jirayati Cultivated—

10	Dry.
120	Wet cultivated.
<hr/>	
130	

6. Inams—

G.	P.	
2	15	Mirasi.
<hr/>		
0-15	Dry.	
2-00	Wet.	
<hr/>		
2-15		

3	15	Village Servants.
	0-20	Shroff.
	0-15	Carpenter.
	0-10	Gadhabha.
	2-15	Washerman.
	1-15	Barika.
	3-15	Wet.

6 0

136
10 Pasture (Go-Bhumi)]
146 (One hundred and forty six garces).

Karnam's Kaifia.

Sd. Varanasi Jogi.
(Sd) Korupolu Chatty Naidu.

' STAMPED '

G. THORNHILL.

Yadasthu, Kombhoghatta, Village—Mallammapeta, Paragana Bobbili, from 1207
fasli Pingala year to 1209 Fasli Siddardhi year Kulakarani Ramanna Marubadu Dhuu

Remittance—

Miscellaneous expenditure.

(ಸಂಪರ್ಕ ವಾರ್ಷಿಕ)

470 Fasli 1207 Pingala year			
450 Musthajar.		Rs. A. P.	
20 Divanum		9 6 0	Fasli 1207 Pingala year.
Alahida		13 10 0	Fasli 1208 Kalayukthi year.
—			
420 Fasli 1208—Kalayukthi year.		10 0 0	Fasli 1209—Siddardhi year.
400 Musthajar			
20 Divanum Alahida Inam.		33 0 0	
—			
200 Fasli 1209 - Siddahi year.			
200 Musthajar			
20 Divanum			
Alahida year.			
—			
1110			
Musthajar	Divanum		
	Alahida Inam		
1050	60		
Due—	620		
Fasli 1207—Pingala year		Fasli 1208—Kalayukthi year	
150		135	
Fasli 1209			
335			

(Sd.) Kulakarani Patnayukuni Ramanna.

'STAMPED'

G. THORNHILL.

Yadasthu Kombhghoatta village: Mallamapeta, Paragana Bobbili Taluk from Fasli 1207 Pingala year Kulakarani Ramanna Marukuru Dhurmathi year Sravana Bhahulu 1st Sunday Musthajar Dhamerla Chendriah.

Jamabandi			
600			
Mokarraru			
	629 6 0		
Jeroyati		Inam Mazukuri Nayulu	
609 6 0		20	
Jeroyeti			
	609 6 0		
Cist	Kundakam	Maktha	
300	159 6 0	150	
Pola Siravayudu		Kallempudi Surinayudu	
110 Cist		100 Cist	
51 7 0 Kundakam at		53 2 0 Kundakam	
0 8 6 per Rupee.			
		153 2 0	
Pola Palinayudu		Tentu Gopanna	
60 Cist		30 Cist	
31 14 0 Kundakam etc.		15 14 0 Kundakam	
		45 14 0	
91 14 0			
Nimmakayala Kurmanna		Pitra Gopanna	
Maktha		Maktha	
60		36	
Do. Ramanna		Alumuru Papanna	
Maktha		Maktha	
30		24	
Inam Mazukuri Akaram Nayudu for Garces 4.—			
20			
Pola Siyyaru Nayudu G. 2		Kallempudi Siyyaru Nayudu	
10		G. 3	
		10	
Collection			
	479 6 0		

Trassalu	Miscellaneous
450 Musthajar Jeroyethi	2 Peons attending collection.
20 Divanam Alahida Land Revenue Inamulu.	1 Pidaka Butchanna
	1 Makkuru Jamanna
	3 Destrainer Vappu Gopaladu
	2 Beta
	1 Beta and other, etc.
	2 Anchanadar Chintali
	Venkunayudu, etc.
	1 Kandala Narasimhacharyulu
	Gariki.
	1 For weavers.
	0 6 0 Petty expenses.
	9 6 0

Due—
150 remission due Kundakam

Abstract:—		
RS.	A.	P.
54	9	0
49	12	0
30	14	0
14	15	0
159	0	0

'Stamped'

G. THORNHILL.

Yadasthu Kombhoghatta village, Mallammapeta Paragana Bobbili, 1208 Fasli Kalayukthi year Kulakarani Ramanna Marukuru Dhurmathi year Sravana Bhahula 1st Sunday Musthajar Somaraputham Kurmanna.

Tamabandi—
535

Mokarrara—
568 10 0
Jeroyeti.

Inams Kattubadi.
20

548 10 0

'Stamped'

H. GOODRICH. Jeroyeti—

548 10 0
Cist. Distribution
302 55 10 0

Pola Siyyari Nayudu.

112 Cist.
20 Distribution at the rate of Annas 3 per Rupo.

132
Pola Papinayudu.
60 0 0 Cist.
11 4 0 Distribution.

71 4 0
Nimnakayala Kurmanna Maktha.
68

Peda Ramanna Maktha—35 Tigala Papudu Maktha-
22.

Inam Nayula Akaram.
20

Pola Siyyari Nayudu per Garces 2.

Maktha
191

Kalempudi Siyyari Nayudu.

100 0 0 Cist.
18 12 0 Distribution.

118 12 0
Tentu Gopaladu.
30 0 0 Cist.
5 10 0 Distribution.

35 10 0
Bitra Gopaludu Maktha.
36

Alamuru Papaya Maktha 20 Gatti Soothanna
Maktha 10.

Kalempudi Siyyari Nayudu per 2 Garces.
10

Collection—

RS. A. P.		Miscellaneous expenditure—	
433 10 0		(sadar)	
Trassalu		RS. A. P.	
400 Musthajar Marifhat.		6 2 0	Peons collection of land revenue—
20 Divanam Alahida Inams.		RS. A. P.	
420		4 12 0	to Himam Sahab.
		1 6 0	to Pidaka Butchanna.
		6 2 0	

1 8 0 Dasara expenditure—

RS. A. P.

1 0 0 for Goat

0 8 0 for Ghee

1 8 0

2 0 0 for Anchana dar.

2 0 0 to Kandala Venkata Narasimha charyulu.

2 0 0 Clothes supplied to Ramanna.

13 10 0

Due

135

Juda or Abstract—

48 Pola Siyyari Nayudu.

40 Kallempudi Siyyari Nayudu.

30 Pola Papi Nayudu.

17 Tentu Gopaludu.

135

(Sd.) Kulakarani Patnayakuni Ramanna.

Stamped

G. THORNHILL.

Yadasthu Kombheghatta village, Mallammapeta Paragana Bobbili, 1200 Padi
Siddardhi year, Kulakarani Ramanna Marukum Dhurmathi year Sravana Bhadra 1st
Sunday Musthjaru Samaraputham Kurmanna—

Asara Mustajari

Jamabandi—

535

Mokarara Kamu—

565

Jerayati.

545

Inams.

20

Jerayati—

545

Sist.
300Distribution.
75Makthalu.
170

Pola Siyyari Nayudu.

110 sist.

RS. A. P.

27 8 0 Distribution at the rate of 4 annas per
rupee.

137 8 0

Kallempudi Siyyari Nayudu.

100 sist.

25 distribution.

125

Pola Papi Nayudu.

60 sist.

15 distribution.

75

Vimmakayala Kurmanna Maktha.

60

Vimmakayala Ramanna Maktha.

50

Tentu Gopanna.

30 sist.

RS. A. P.

7 8 0 distribution.

37 8 0

Bitra Gopanna Maktha.

36

Alamuru Papanna Maktha.

24

Inams Kattupallu.

20

Pola Siyyari Nayudu per 2 garces.

10

Kallempudi Siyyari Nayudu per 2 garces.

10

Collection—

230

Irassalu—

200 Mustajaru Marinattu.

20 Divanam Alahida Inams.

220

Miscellaneous expenses—

(Sadar.)

RS. A. P.

2 0 0 Pidaka Butchenna who has come to take
land revenue collection.

1 8 0 Dasara articles—

RS. A. P.

1 0 0 for goat.

0 8 0 for ghee.

1 0 0 for Anchana ars.

2 0 0 for Kandala Venkata Narasimhachariu.

				Dry. 1—28	Wet. 9—0
				70—28	
		Dry 21—28		Wet. 49—0	
20—0	Waste				
	10—0	Grazing ground.			
	1—0	Village site.			
	6—0	Tank beds	10 =	3—0 Big. 3—0 Small. 6—0	
	3—0	Topes	10		
	20—0				
	90—28				
Dry		Wet			
41—28		49—0			
Waste.		Remaining.			
20—0		21—28			
Mango topes				Tanks	
8 Jerayati topes				9 Jerayati.	
2 Inam topes.				6 Small.	
				3 Big.	
10				1 Inam.	
				10	

There is forest

(Sd.) Kulakarani Patnayukuni Ramanna.

JOINT PATTAS.

A mass of evidence has been adduced in almost all the centres on the joint pattas and the hardships caused on account of their continuance. Immediate survey and separation has been demanded. There is no doubt that there is a great necessity to relieve innocent people from being coerced into payments. Generally those in whose names the patta was entered originally have gone out of the estates altogether, leaving the property in the hands of somebody else who had purchased it or acquired it by some other means. The real man in possession is escaping and those who had parted with their rights, title and interest and possession are proceeded against. To avoid such troubles it is an urgent necessity that the joint pattas should be split up and the rightful owner's names must be entered so that they should be the persons that should be proceeded against and not those who have no subsisting interest to-day. For this purpose, provision must be made in the new legislation that such property should be surveyed and separated immediately; the cost of these shall be borne by the landholders.

END OF PART II

